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CURRENT TOPICS.

THE LAND Transfer Rules were signed by the Lord Chancellor on the 2nd inst. We understand that the published edition will contain an explanatory memorandum, which will no doubt be useful to practitioners as a guide to the Rules.

THE FORTY DAYS' notice as to the Rules of the Supreme Court (*ante*, p. 636), published in the *London Gazette* of the 5th of July, expires on the 15th inst. The Rules come into operation on the 24th of October next.

WE HAVE been favoured with an early copy of the Land Transfer Rules in the final form as regards the rules. Several important alterations have been made, and some new rules have been added. One of the alterations is that enabling a title to be referred, not only to the conveyancing counsel of the court, but also to such other barristers experienced in conveyancing as the Lord Chancellor shall from time to time appoint (rules 31 and 248). This, in effect, merely enables the Lord Chancellor to appoint additional conveyancing counsel for the purposes only of examination of titles to land intended to be registered. As we pointed out (*ante*, p. 520), compulsory registration in the case of leaseholds could, under the draft rules, have been easily evaded, since there was nothing to incorporate the meaning of "conveyance on sale" as defined in section 20 (2) of the Act of 1897. This is now provided for (rule 60). There are several rules which have been inserted to meet the views of the Ecclesiastical Commissioners (rules 95 and 98 to 100). Under the draft rules there was nothing to prevent the personal representatives of the official receiver or a trustee in bankruptcy being registered on the death of the receiver or trustee. This omission is now rectified (rule 137). There are several new rules relating to bankruptcy (rules 138 to 144). The provision that all parties to a registered disposition were to execute is now abandoned (rule 157), with the result, it seems, that a purchaser need not execute the transfer. Whether with a view to verify signatures the registry ought not to keep a book of signatures of registered proprietors, as in the case of banks, may well be considered. The provisions relating to the entry of the value of land on the register have now received an addition providing that the original amount of every charge

shall also be entered on the register and on the charge certificate (rule 203); this renders the rule more complete. We are glad to see that our views (*ante*, p. 447) with regard to transfers to the uses of a settlement have been adopted, and the forms altered (Forms 16 and 18). Power is now given to issue a new certificate upon foreclosure (rule 207): we drew attention to this omission (*ante*, p. 486). The rule also has regard to section 8 (4) of the Act of 1897: this also had been overlooked (*ante*, p. 684). No rule has, however, been made with respect to a valuation under section 4 of the Act of 1897 (*ante*, p. 486), this, however, will, we apprehend, be provided for by a general rule of court. In the interests of landowners and of the general working of the register, it is to be regretted that more of our suggested amendments (*ante*, p. 701) have not been adopted, but as the rules bear date the 2nd of August, some of our suggestions were perhaps too late to be considered, though it is hoped they may be of service when further rules are from time to time issued.

THE COURT of Appeal have settled the vexed question as to the application to different classes of legal proceedings of the provision of the Public Authorities Protection Act, 1893, that where judgment is obtained by the defendant authority it shall carry costs to be taxed as between solicitor and client. As pointed out *ante*, p. 587, it has been thought by some that this right was restricted to actions for damages and did not extend to proceedings in the Chancery Division for an injunction and similar remedies, this view being founded on such cases as *Flower v. Low Leyton Local Board* (5 Ch. D. 347) decided upon the somewhat different language of the now repealed section 264 of the Public Health Act, 1875. The Court of Appeal have now delivered their considered judgment on this point in *Fielden v. The Mayor, &c., of Morley*, and have come to the conclusion that the Act applies to actions for injunctions as well as to actions for damages, and that the dismissal of an action against a public authority is equivalent to judgment for the defendant. The decisions to this effect of ROMER, J., in *Harrop v. The Mayor of Ossett* (1898, 1 Ch. 525) and *Toms v. Clacton Urban District Council* (*ante*, p. 593), and of STIRLING, J., in *Holford v. Acton Urban District Council* (Times L. R. 476), are therefore upheld. It is difficult to see how the contrary view could have been supported; the Act in terms applies to "any action, prosecution, or other proceeding . . . against any person for any act done in pursuance or execution or intended execution of any Act of Parliament, or of any public duty or authority or in respect of any alleged neglect or default in the execution of any such act, duty, or authority." "Person," of course, includes any corporation, and although the cases above referred to were actions against local authorities, the application of the Act cannot be restricted to those bodies. The Court of Appeal (in the same case of *Fielden v. Morley*) also held that the Act does not apply to appeals or to motions, but only to the general costs of the proceedings. And in the case of *The North Metropolitan Tramways Co. v. The London County Council* (1898, 2 Ch. 145) ROMER, J., pointed out that as the right to solicitor and client costs is given by the Act itself, it is not necessary that the judgment should direct that the costs should be taxed on this footing.

THE FUGITIVE OFFENDERS Act, 1881, does for the various parts of the British Empire what the Extradition Acts, supplemented by treaties, do for foreign countries. The Act has not often come before the High Court for construction; but two cases have recently been considered by that tribunal which raised points of importance. In each case the question was considered whether the court had power to order a person to be released on bail, when that person has been committed to prison in order to be returned to another part of her Majesty's dominions for trial there by the courts of that part. It was contended on behalf of the Crown that the court has no such power, and that the fugitive must be kept in custody till the time comes for his return—that is, during the period of at least fifteen days which must elapse between the committal and the return.

Now, there can be no doubt that the court has power to admit to bail in all cases unless forbidden by statute. Thus it is stated by BLACKSTONE that the Court of King's Bench may admit to bail even in cases of treason. It is not easy to imagine the court surrendering this important power except in consequence of express statutory provision, nor is it easy to suppose that Parliament would interfere with this ancient power merely by implication. The court was therefore clearly justified, in the absence of anything in the Act expressly taking away its discretion, in maintaining its right to admit to bail. Bail, however, as a matter of fact, was not granted in either of the two cases, and it is quite obvious that it would very seldom indeed be wise to release a fugitive. It was stated by one member of the court that this decision must not be taken to apply equally to the Extradition Acts. In cases under those Acts the defendant is probably a foreigner, and his crime certainly is not one "against the peace of our Lady the Queen." In fact the handing of him over to the foreign State is regulated in every case by some treaty. The Extradition Acts give powers to our courts to carry out such treaties, but in every case the treaty in question must itself be considered, as each treaty has the force of law by virtue of an Order in Council made under the Extradition Act, 1870. By such treaty this State probably binds herself, under certain circumstances, to hand over a fugitive to the foreign State, and it would hardly be consistent with such an obligation to allow the fugitive his liberty when once those circumstances have arisen.

TWO POINTS of considerable importance with respect to the stamp duty payable on an agreement for the sale of a business have been decided by the Court of Appeal in *West London Syndicate (Limited) v. Commissioners of Inland Revenue*. The syndicate were the purchasers under an agreement under seal of (1) the goodwill of a hotel, (2) the lease of the hotel, (3) furniture and fittings, and (4) stock-in-trade and book debts. The consideration was the undertaking of the debts of the vendor, amounting to £1,335, and the payment of £4,250, of which £1,463 was for furniture and stock-in-trade. For the assignment of the leaseholds the licence of the lessor was necessary, and the agreement provided that, in the event of the licence not being obtained, the vendor should, at the option of the syndicate, execute a declaration of trust in its favour. Such declaration was subsequently executed. The agreement did not apportion the consideration payable in respect of the leaseholds and the goodwill, and on behalf of the syndicate it was contended (1) that the agreement was for the sale of the legal interest in the leaseholds, so as not to require *ad valorem* duty on the agreement, and (2) that the goodwill was inseparably attached to the premises and was not separately chargeable. The Divisional Court (GRANTHAM and CHANNELL, JJ.) decided both points in favour of the syndicate, so that the only property which remained chargeable with *ad valorem* duty on the agreement was the book debts. The Court of Appeal have taken the same view on the first point, but have reversed (A. L. SMITH and RIGBY, L.JJ.; VAUGHAN WILLIAMS, L.J., *diss.*) the Divisional Court on the second. The contention for the commissioners was that the option to take a declaration of trust made the agreement one for the sale of an equitable interest in land so as to attract *ad valorem* duty, but, as has been pointed out in the Court of Appeal, there was no agreement except for the purchase of a legal interest. As to the substituted equitable interest there was no more than an option, which at the time when the agreement was executed—that being the date which determined the liability to stamp duty—did not in any way bind the syndicate. But under the circumstances the more important point was the second, relating to the separate chargeability of the consideration for the goodwill. In *Ex parte Punnnett* (16 Ch. D. p. 233) JESSEL, M.R., treated it as perfectly clear that the goodwill of a public-house was not personal, but passed with it. "It is quite plain," he said, "that the goodwill of a public-house passes with the house. In such a case the goodwill is the mere habit of the customers resorting to the house." In spite of this, however, the majority in the Court of Appeal have held that it is a separate matter of sale, and is separately chargeable with duty. Hence, since there had been no appor-

tionment between the leaseholds and the goodwill, the assessment of the commissioners of *ad valorem* duty on the entire consideration for the two was upheld.

A NOVEL point arising under the Betting Act, 1853, is a rarity; such a point was decided by the Court for the Consideration of Crown Cases Reserved in *Reg. v. Hobbs* (reported in another column), a case reserved by HAWKINS, J., from the Lewes Summer Assizes. The defendant, a licensed victualler, promoted an ordinary "Derby sweepstake" among his customers; it was to consist of a thousand subscriptions of 2s. 6d. each, 10 per cent. of the amount subscribed was to be deducted by the defendant for "expenses," and the balance to be divided amongst the drawers of horses in prizes of amounts varying from £45 to the drawer of the winning horse to 5s. to the drawer of a "non-starter." Books of tickets were provided by the defendant, a ticket being handed in the public-house to each subscriber and his name and address being entered on the counterfoil. The defendant received the subscriptions with the intention (had not a visit of the police put a stop to the whole transaction) of conducting the drawing of horses and distributing the prizes amongst the successful drawers, as he had actually done in previous years. The second branch of section 1 of the Act forbids the use of a house for the purpose of any money being received by or on behalf of the occupier as the consideration for a promise or agreement to pay money "on any event or contingency of or relating to a horse-race." It was under this enactment that the defendant was charged. HAWKINS, J., evidently felt considerable doubt as to whether the facts above stated disclosed a sufficient case to be left to the jury; but having regard to the general importance of the case, he took the course of directing the jury to find a verdict of guilty, with a view to bringing the conviction before the appellate tribunal. The court (which included HAWKINS, J.) had no difficulty in coming to a decision in favour of the defendant. The main grounds of their decision were two: first, that the enactment under which the defendant was charged pointed to circumstances establishing a contractual relation between the parties, a promise to pay on a certain event, while in the present case the defendant made no such promise, but merely acted as a stakeholder intending to distribute the common fund created by the subscribers (to which he had not himself contributed) in accordance with the arrangement or understanding upon which they had contributed it. Secondly, the "event or contingency" upon which the fund was to be distributed was not, in the opinion of the court, an event or contingency relating to a horse-race; the event which entitled a particular subscriber to receive a certain prize was the event of his drawing a particular horse. The court were careful to avoid saying that the defendant had not brought himself within the meshes of the law; in fact they expressed the opinion that the transaction was a lottery, and having regard to the cases of *Allport v. Nutt* (1 C. B. 974) and *Mearing v. Hillings* (14 M. & W. 711) it would be difficult to contend the contrary. But the defendant was not charged with an offence under the Lottery Acts, and looking at the words of the section and the whole scope and intention of the Act under which he was charged, it is tolerably clear that the court were right in quashing the conviction.

ACTIONS for pound-breach are comparatively rare, but when such an action is brought the plaintiff is entitled, under 2 Will. & M., sess. 1, c. 5, to recover treble damages. Does he, however, debar himself from this remedy if before the action he has recovered damages from another source? This question has arisen in the case of *Kemp v. Christmas*, in which the Court of Appeal recently directed a new trial. The plaintiff was the landlord of stables at Watford, and, rent being in arrear to the extent of £40, he put in a distress, and impounded on the premises two horses and some carriages. The chattels impounded, which were over £40 in value, were removed by the defendants. The removal appears to have been rendered possible by the negligence of the bailiffs, and the landlord

recovered £40 against them as damages in an action in the Mayor's Court. He then brought an action against the defendants upon the statute. By this it is provided (section 4) that "upon any pound-breach or rescue of goods or chattels distrained for rent the person or persons grieved thereby shall, in a special action on the case . . . recover his and their treble damages and costs of suit against the offender or offenders." So far as costs are concerned, the plaintiff is now only entitled, instead of treble costs, to recover "a full and reasonable indemnity as to all costs and charges in and about the action" (5 & 6 Vict. c. 97, s. 2), but otherwise the section remains in force. At the trial before RIDLEY, J., the defendants set up as a defence the plaintiff's recovery of damages against the bailiffs, and the learned judge, being of opinion that no damage had been suffered, and that consequently there was nothing to treble, gave judgment for the defendants. This view is by no means unreasonable, but the Court of Appeal have held it to be incorrect, and have ordered a new trial. Partly this is upon the ground that the sum of £40 recovered against the bailiffs does not necessarily represent the total damage incurred in respect of the pound-breach, and evidence of this damage should have been admitted. But it was also suggested that the pound-breach gave a vested cause of action for treble damages which could not be taken away by the recovery of damages from a third party, though the amount so recovered might go in mitigation of the damages for the pound-breach. Thus the plaintiff would at least be entitled to the treble of a nominal sum for damages and to costs. It will be interesting to see how the questions thus left open are settled at the new trial.

HITHERTO, perhaps, the amiable persons who delight in cat shows have not had their pursuit taken with sufficient seriousness. Thanks, however, to the happy differences of two ladies of Lee, puss has received a new importance, and in the person of "Roy" has occasioned a decision which, it is to be hoped, will rank as a leading case in the law of partnership. The case is *Harris v. Slater*, and the decision was given by Mr. Justice STIRLING. In form it was a decision of a court of first instance, but in substance it was an appeal from the committee of the National Cat Club. The plaintiff and defendant may be called for the sake of brevity Miss A. and Miss B. Miss B. called upon Miss A. and proposed that the two should become partners in a really good Persian cat. Miss B. was to provide the purchase-money, and Miss A. was to provide board and lodging. The bargain was struck and the really good Persian cat was bought for 30s. A suitable house and grounds were procured at the expense of 25s. Puss lived happily at Miss A.'s expense for eighteen weeks and then his merits were put to the proof. Apparently the ladies had got a good thing. Roy was entered in their joint names for the National Cat Club Show at the Crystal Palace and won several prizes, including a championship medal. But success bred disputes. Miss B. now alleged that the cat was all her own, and of course the prizes too. Miss A. rested upon the true meaning of the partnership arrangement. The National Cat Club committee very wisely confined themselves to the form of entry. The entry was joint and the cat and the prizes were joint likewise. But Miss B. carried Roy off to a Brighton show where the National Cat Club was unknown, and this time the entry was made in her name alone. Prizes were again won, and were secured by Miss B. for her sole and separate use. But they have not been free from the claim of Miss A. The law has been invoked, and Mr. Justice STIRLING has held the scales of justice with unbiassed hand. He has decreed in favour of a partnership both in the cat and in the prizes. Only one element apparently was wanting to the solemnity of the trial; we do not gather that Roy himself was produced. His present value is variously estimated at £20 and £100. In future shows he will certainly deserve some extra marks for his contribution to the science of law.

THE DECISION of the Queen's Bench Division in *Re Stevens*, *Ex parte The Board of Trade* (ante, p. 703) should check the

well-meaning, but ill-advised, efforts of some county court judges to mitigate the severity of the law by what may be termed judicial legislation. In the case under consideration a bankrupt who had been convicted of frauds under sections 14 and 15 of the Debtors Act, 1869 (32 & 33 Vict. c. 62) and had undergone a sentence of six months' imprisonment in respect thereof, and whose assets were under 10s. in the £, obtained his discharge in the county court, without any "special reasons" for such leniency being alleged in the judgment or order of discharge, though it is provided by the Bankruptcy Act, 1890, that, under such circumstances as those above mentioned, the court shall refuse the discharge "unless for special reasons the court otherwise determines" (section 8 (2)). This decision has now been reversed, the Divisional Court holding that the facts relied upon by the county court judge as warranting his exercise of clemency—namely, that the jury who had convicted the bankrupt of frauds had recommended him to mercy, and that he (the bankrupt) was a young man and had suffered for his misdemeanours by imprisonment—did not constitute "special reasons" within the above enactment, which, moreover, it was held, required in all such cases as that under consideration that the facts constituting the "special reasons" should be definitely set forth in the judgment and also in the order of discharge. In this connection, we would respectfully protest against the mode of administering the Debtors Act, 1869, adopted by some county court judges, who, it seems, on principle, invariably refuse to commit the debtor in respect of a judgment debt, however ample his means of payment may be. Fortunately, however, the majority of the county court judges do not act in this way, but regard the Debtors Act, 1869, as a statute to be firmly, though benevolently, administered, recognizing, no doubt, that, should its penal provisions, through a mistaken philanthropy, ever be reduced to a dead letter, the working classes will be the first to suffer, as they will no longer readily obtain credit, but be required to make cash payments even for the necessities of life.

THE CASE of *Re Piercy, Whitcomb v. Piercy* (reported elsewhere) has resulted in a curious conflict between English and Italian law. Mr. Justice NORTH has found as a fact what the Italian law on the subject is. An Italian court has had the temerity to disagree with him. The unfortunate heir-at-law, however, although resident in Italy, is directed by Mr. Justice NORTH to consent to the judgment of the Court of Appeal of Cagliari being reversed. If he does not comply, it will be curious to see if an English court can force its interpretation of Italian law upon a resident in Italy. Will the Italian court carry the matter further by committing the receiver appointed by the English court?

THE MERGER OF CHARGES.

The recent case of *Liquidation Estates Co. v. Willoughby* (46 W. R. 589) in the House of Lords has an important bearing upon the doctrine of the merger of charges, and though the often-criticized rule enunciated in *Toulmin v. Steere* (3 Mer. 210) did not directly come in question, it seems safe to assume that it cannot now be treated as correct. In general the question whether a merger is effected when a charge upon property vests in the owner of the property does not depend upon any technical considerations. Technically the charge should be kept alive by having it assigned to a trustee for the owner of the property, but this is by no means necessary. Whatever might formerly be the result at law, equity decided according to the intention of the parties, whether expressed or presumed, and in this matter the rule of equity now prevails for all purposes.

Prima facie, when a charge vests in the owner of the property subject to the charge, it is merged, either upon the ground that the owner has no use for a charge upon his estate (*Forbes v. Moffatt*, 18 Ves. 390), or for the purpose of simplifying the title (*Donisthorpe v. Porter*, 2 Elen 162). But this result does not follow where the owner of the property has a limited interest in it other than an estate tail. Where, for instance, the tenant for life of land pays off a charge upon the land the presumption

is that he intends to keep it alive for his own benefit, and not to merge it in the fee for the benefit of the remainderman: *Burrell v. Earl of Egremont* (7 Beav., p. 232). And even where the person paying off the charge is absolute owner of the property, the presumption in favour of merger gives place to an actual or implied expression of intention. Where there is an actual expression of intention, no difficulty arises, and even though an intention has not been directly expressed, it may be possible to deduce it from the surrounding circumstances. But the law goes further than this in favour of the owner of the property, and, even though no specific intention is apparent, it will impute to the owner of the property an intention to do what was most for his benefit. "Where," it was said in *Forbes v. Moffatt* (*supra*), "no intention is expressed, or the party is incapable of expressing any, the court considers what is most advantageous to him."

Upon the law as thus stated an exception seemed to be grafted by the case of *Toulmin v. Steere*. Where an estate is subject to successive charges, and the equity of redemption and the first charge become vested in the same person, it is obviously for the advantage of such person that the first charge should be kept alive. If, however, it is the original mortgagor who pays off the first charge, it would be unjust to allow him to keep it alive against his own creditors. "The general principle," said Lord CRANWORTH, L.C., in *Otter v. Vaux* (6 D. M. & G., p. 642), "that a mortgagor cannot set up against his own incumbrancer any other incumbrance created by himself is a proposition that, I think, has never been controverted." But *Toulmin v. Steere* carried the principle farther than this, and extended it to a purchaser of the equity of redemption from the mortgagor. One purchasing an equity of redemption, it was said, cannot set up a prior mortgage of his own, nor consequently a mortgage which he has got in, against subsequent incumbrancers of which he had notice.

Taking this proposition literally, it implies that the purchaser of an equity of redemption cannot, even by an actual expression of intention, keep alive a charge which he gets in, but to this extent the case has not been accepted as correct, and it is well settled that the purchaser of an equity of redemption can keep alive a charge by an expression of an intention to that effect, and that *Toulmin v. Steere*, if it applies at all, applies only where such expression is not to be found. "The intention," said JESSEL, M.R., in *Adams v. Angell* (5 Ch. D., p. 646), "if expressed, governs the case, but if no intention is expressed, then *Toulmin v. Steere* says that the incumbrance which is paid off is merged, and the subsequent incumbrancers let in." The same case shews that the intention to keep alive the charge need not be expressed in so many words; it is sufficient if it can be collected from the circumstances attending the transaction.

The case of *Adams v. Angell* having qualified the rule in *Toulmin v. Steere* to this extent, it remains to consider whether a specific intention, either expressed or evidenced by circumstances, is necessary in order to keep alive the charge, or whether, as in other cases, the court will not impute to the person paying off the charge an intention to do what is most advantageous to him. The judgment of Lord MACNAGHTEN in *Thorne v. Cann* (1895, A. C., p. 18), without expressly purporting to overrule *Toulmin v. Steere*, appears to carry the law as far as this. "Nothing," said the learned lord, "is better settled than this, that when the owner of an estate pays charges which he is not personally liable to pay, the question whether those charges are to be considered as extinguished, or as kept alive for his benefit, is simply a question of intention. You may find the intention in the deed, or you may find it in the circumstances attending the transaction, or you may presume an intention from considering whether it is or is not for his benefit that the charge should be kept on foot." There is nothing in this statement to distinguish whether the owner of the estate is or is not the purchaser of the equity of redemption, and, indeed, its most obvious application is to the case where he is such a purchaser. It is admitted that the original mortgagor cannot set up against subsequent incumbrancers a charge which he himself pays off, and the mortgagor being thus excluded, the passage points at a purchaser from the mortgagor.

Accordingly, when *Liquidation Estates Co. v. Willoughby* was before the Court of Appeal (44 W. R. 612) LINDLEY, L.J.,

stated the law in a form which virtually overruled *Toulmin v. Steers*. "Having regard," he said, "to *Thorne v. Cann*, it is perhaps now safe to go a little further than *Adams v. Angell*, and to say that where a purchaser of a property pays off a charge on it without shewing an intention to keep it alive, still, if its continuance as an existing charge is beneficial to him, it will be treated in equity as subsisting, unless an intention to the contrary can be inferred from the terms of the purchase deed, or from other legitimate evidence." Thus the necessity for any specific intention to keep the charge alive is clearly set aside, and the general rule is applied that, in the absence of evidence of intention, the court will impute to the party such intention as is most for his advantage.

The facts in *Liquidation Estates Co. v. Willoughby* were complicated, and in the result the House of Lords held that the purchasers took only a transfer of charges, and not the equity of redemption in the property together with the charges. Hence there could be no question of merger. But had the question arisen it seems that no difficulty would have been felt in fixing the rights of the purchasers of the charges in accordance with what would be most for their advantage. "I can understand," said Lord MACNAGHTEN, "the owner of an estate preferring to have it discharged from an incumbrance though the incumbrance be his own property; but I cannot understand a person entitled to several charges in a money fund, which must rank in priority according to the date of notice, sweeping away the earlier charges and trusting to the last, though it might seem large enough to exhaust the fund and though there might be apparently nothing behind it." Stripped of its references to the particular circumstances of the case, this passage means that where, in a question of merger, one course will be obviously to the advantage of a person getting in a charge, an intention to adopt that course will be attributed to him, and such intention will, if necessary, prevent any merger of the charge. Similarly Lord HERSCHELL observed that, if it was necessary to hold that the charge was kept alive under the conveyance, the fact that it would be obviously for the benefit of the purchaser to keep it alive would be ample reason for so holding. Although the rule laid down in *Toulmin v. Steers* has not been formally overruled, it would seem that there is very little of it left.

REVIEWS.

BOOKS RECEIVED.

The Law of Agricultural Holdings; comprising the Agricultural Holdings Act, 1893, and County Court Rules, the Law of Distress Amendment Acts, 1888 and 1895, the Tenants' Compensation Act, 1890, and the Market Gardeners' Compensation Act, 1895. All fully Annotated, together with Two Chapters on the Principles of the Agricultural Holdings Act, 1893, and the Procedure for the Recovery of Compensation; also an Appendix of Forms and Precedents of Agreements and Notices (being in part a Third Edition and Extension of Jendwine's Agricultural Holdings Act, 1883). By SYLVAIN MAYER, B.A. (Lond.), Ph.D., Barrister-at-Law. Waterlow & Sons (Limited).

The Law of Arbitration and Awards. With Appendix containing Statutes relating to Arbitration, and a Collection of Forms and Index. Third Edition. By JOSEPH SLATER, Esq., Barrister-at-Law. Stevens & Haynes.

Death Duty Tables; comprising in an Expanded Form Tables I., II., III. appended to the Succession Duty Act (16 & 17 Vict. c. 51) for Valuing Successions and Annuities. With examples illustrating their Use and Application. By A. W. NORMAN, B.A., B.Sc. (Lond.), of the Legacy and Succession Duty Office. William Clowes & Sons (Limited).

American Law Review (July—August, 1898). Editors: SEYMOUR D. THOMPSON (St. Louis) and LEONARD A. JONES (Boston). Reeves & Turner.

A Treatise on the Workmen's New Compensation Act, 1897, with Notes. By HUBERT FODEN PATTINSON, Solicitor of the Supreme Court. Robert Browning. Price 1s.

The Lord Chief Justice has given permission for his court to be used for the weekly sittings in open court during the long vacation, it being the largest and most convenient room at the Royal Courts of Justice.

CORRESPONDENCE.

"PRACTISING" IN LONDON.

[To the Editor of the Solicitors' Journal.]

Sir,—I enclose you copy of a correspondence which I have had with the Secretary to the Incorporated Law Society relative to the rights of a country solicitor to transact certain business in London without having a town certificate.

You will observe that the Council express the opinion that a country solicitor is not at liberty to instruct counsel direct from the country to, say, oppose an appeal from the county court, and to attend in conference, and at the trial, and to charge for such services, unless he employs a London agent.

I have always been under the impression that it is a solicitor's duty to conduct litigation with as little expense as possible to his client, and in the case I have put forward it seems to me that instructing agents to deliver the brief to counsel, and to be present at the conference and to attend at court, is an expense from which the client derives no benefit whatever.

I quite agree with the Council that the relative rights of town and country solicitors should be preserved, and that the entry of the appeal, filing of affidavits, and similar steps, which require a constant attendance at the courts, should be done through agents, but I fail to see that the transmission of the brief direct to counsel is any more practising than sending instructions direct to a conveying counsel to settle a deed.

The whole point, to my mind, depends on the interpretation of the word "practising," and in the case of the subpoena which gave rise to the enclosed correspondence I am still of opinion that I was legally entitled to issue it.

If you can find room in your paper, and you think the matter is of sufficient importance to the profession, I should be glad if you would publish the correspondence so that the question can be ventilated.

13, Queen-street, Great Yarmouth,

WALTER JOSEPH.

Aug. 6.

[The following is the correspondence referred to.]

Incorporated Law Society,

Chancery-lane, London, W.C.,

5th July, 1898.

Dear Sir,—I am desired to inform you that the Council's attention has been drawn to a Crown Office subpoena, dated 11th June last, upon which your name appears as the solicitor for the defendant in the case of *The Queen v. J. W. Briston*.

The Council observe that your practising certificate does not entitle you to practise in London, and they feel before considering the matter it is due to you as a member of the society to afford you an opportunity of explaining, if you wish it, the circumstances under which you came to issue the subpoena in question.

An early answer will oblige.—Yours faithfully,

S. P. B. BUCKNILL, Assistant Secretary.

H. Chamberlin, Esq., Solicitor, Great Yarmouth.

13, Queen-street, Great Yarmouth,

7th July, 1898.

Dear Sir,—Mr. Chamberlin has shewn me your letter to him of the 5th inst., and as I am responsible for the issue of the subpoena referred to by you, and Mr. Chamberlin has no personal knowledge of the circumstances under which it was issued, you will doubtless agree that it will be better for me to reply to your letter.

I would first explain my position in the matter. For the past two years I have acted as managing clerk to Mr. Chamberlin and during that time I have taken out a country certificate, before then I held a town certificate, and I have been a member of the society since my admission.

I had the sole conduct of Mr. Briston's defence, and it being necessary to have the evidence of London witnesses, I was instructed by Mr. Briston to accompany him to London for the purpose of obtaining such evidence. I went to town by the morning train on Saturday, the 11th of June, arriving at Liverpool-street at 11.35. The courts closing early in consequence of it being Saturday, I went there first to issue a subpoena, as I feared there might not be time after seeing the witnesses and taking the evidence to get to the courts before they closed. I may say the witnesses were to be seen at Smithfield. I duly filled up the subpoena, indorsing it with Mr. Chamberlin's name, when the clerk in the Crown Office to whom I presented it for sealing raised the point as to my right to issue it in the name only of a country solicitor, he contending, as I gather from your letter the Council also does, that issuing a subpoena is "practising" in London. I replied that "practising" meant a general practising and did not apply to an isolated instance. I put to him what seemed to me the parallel case of my journey to town and taking the evidence of witnesses, for which I should undoubtedly charge my client, and I asked, if his contention were correct, was not that equally practising? I also put to him the instance of my attending a trial in London, conference with counsel, &c., all of which would be duly charged against the client, and which I have never yet heard require the solicitor to hold a town certificate. The clerk said that if I liked to add the name of Mr. Chamberlin's agent on the writ he would issue it, but I declined to do so because his objection did not seem to me to be a valid one. He then said that if I insisted on its being issued he would issue it but should feel it his duty to

represent the facts to the society, to which I told him I should be only too willing, as I thought it would be in the interests of country solicitors to obtain a ruling on the point. I explained that I was not Mr. Chamberlin, and I furnished my name and address and offered to inform the society myself of the facts if the clerk wished. You will thus see that I made no secret about my certificate, and till the clerk raised the point I must confess it had never occurred to me that I was not entitled to issue the subpoena.

I believe the question was raised not very long back when a solicitor from Essex appeared before one of the metropolitan police magistrates, I think it was at North London, and Mr. D. A. Romain objected to his being heard as he did not hold a London certificate. If my recollection be correct the magistrates, after consideration, ruled the solicitor was entitled, notwithstanding his country certificate, to be heard, and I have an idea that some comment on the case was made in the *Law Times*, but I am unable to come across it.

I should be very sorry to do anything that may offend against the etiquette of our profession; but in this instance, with all deference to the Council, I cannot see that I have done anything to call for censure.

I can only assume from your letter that the society entertains the opposite view. If so, may I suggest that advantage be taken of the opportunity now afforded to obtain, by means of a friendly case, a legal decision on the point, affecting as it does the whole body of country solicitors.—I am, dear sir, yours faithfully,

WALTER JOSEPH.

S. P. B. Bucknill, Esq., Assistant Secretary, Incorporated Law Society.

P.S.—Since writing this I have come across the comment on the police-court case. It is to be found in the *Law Times* for the 20th of November, 1897, at p. 65, and it is further commented on in the same paper for the 27th of November, at p. 78.

Incorporated Law Society,
Chancery-lane, London, W.C.,
8th July, 1898.

Re Briston.

Dear Sir,—I beg to acknowledge the receipt of your letter of the 7th inst., which will be brought before the Council.—Yours faithfully,

E. W. WILLIAMSON, Secretary.

Walter Joseph, Esq., 13, Queen-street, Great Yarmouth.

Incorporated Law Society,
Chancery-lane, London, W.C.,
15th July, 1898.

Dear Sir,—The Council have considered your letter of the 7th inst.

I am to state in reply that, in the opinion of the Council, a country solicitor who has not paid the higher rate of duty on his practising certificate has no right to issue a Crown Office subpoena without employing a London agent, and in acting as you did they think you were clearly mistaken in the view you took.

The Council hope that upon this expression of their opinion you will discontinue the adoption of a like course in future.—I am, dear sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

Walter Joseph, Esq., 13, Queen-street, Great Yarmouth.

13, Queen-street, Great Yarmouth,
16th July, 1898.

Dear Sir,—I have your letter of yesterday, and note the Council's opinion. I am sorry I am not told the grounds on which it is based, as without knowing them I have no reason to alter my views on the matter, and, moreover, it leaves me in a state of uncertainty as to what is and what is not "practising" in London.

Am I precluded from travelling to London and receiving instructions from a client there and charging for my visit to town and advice? Am I also precluded from instructing counsel direct from the country without the intervention of London agent, say, on an appeal from the county court, and from attending him in conference, and on the hearing of the appeal, and charging my client for such services?

I think you will agree that it is desirable that country solicitors should have some opinion from the Council on such an important point, and I should esteem it a favour if you would kindly bring this letter before the Council, and ask them if they will consider my question, and let me have a further answer.—I am, dear sir, yours faithfully,

WALTER JOSEPH.

E. W. Williamson, Esq., Secretary, Incorporated Law Society,
Chancery-lane, London.

Incorporated Law Society,
Chancery-lane, London, W.C.,
27th July, 1898.

Re Briston.

Dear Sir,—With reference to your further letter, dated the 16th inst., I am directed to state that the ground upon which the Council's opinion is based is that the work was transacted in the High Court in London. In this opinion the Master of the Crown Office concurs.

The Council do not desire, under the circumstances, to attach any blame to you for acting as you did; but it is important to preserve the relative rights of town and country solicitors.

There are, of course, many matters which a country solicitor may transact in London, including non-contentious business; but, speaking generally, and without intending to do so exhaustively, business in the High Court (including the appeal to which your letter refers) should be transacted through a London agent.—I am, yours faithfully,

S. P. B. BUCKNILL, Assistant Secretary.

Walter Joseph, Esq., 13, Queen-street, Great Yarmouth.

13, Queen-street, Great Yarmouth,
28th July, 1898

Re Briston.

Dear Sir,—I am obliged for your letter of yesterday.

I quite agree that the relative rights of town and country solicitors should be preserved, but I venture to think that in the views expressed by the Council they have rather overlooked the rights of country solicitors, who are undoubtedly entitled to as much consideration as town solicitors.

As the matter is of general interest to the profession, I propose sending a copy of the correspondence to the legal journals, so that if they think it of sufficient importance it can be published with a view of obtaining a general opinion of the profession on the point.—I am, yours faithfully,

WALTER JOSEPH.

S. P. B. Bucknill, Esq., Assistant Secretary, Incorporated Law Society,
Chancery-lane, London.

Incorporated Law Society,
Chancery-lane, London, W.C.,
29th July, 1898.

Briston.

Dear Sir,—I beg to acknowledge receipt of your letter of the 28th inst.—Yours faithfully,

E. W. WILLIAMSON, Secretary.

Walter Joseph, Esq., 13, Queen-street, Great Yarmouth.

CASES OF THE WEEK.

Court of Appeal.

THE WEST LONDON SYNDICATE (LIM.) v. THE COMMISSIONERS OF INLAND REVENUE. No. 1. 14th and 15th July and 5th August.

REVENUE—STAMP—CONVEYANCE ON SALE—AGREEMENT FOR SALE—AD VALOREM DUTY—LEASEHOLD INTEREST IN LICENSED HOUSE—GOODWILL—"LEGAL OR EQUITABLE TRANSFER"—STAMP ACT, 1891 (54 & 55 VICT. c. 39), s. 59, SUB-SECTION 1.

Appeal from Grantham and Channell, JJ. (see 42 SOLICITORS' JOURNAL, 133). Case stated by the Commissioners of Inland Revenue pursuant to 54 & 55 Vict. c. 39, s. 13. An instrument was presented to the Commissioners on behalf of the West London Syndicate under the provisions of section 12 of the Stamp Act, 1891, for their opinion as to the stamp duty with which the instrument was chargeable. This instrument was an agreement under seal for the sale by Percy Thorne (hereinafter called "the vendor") to the syndicate of, first, the goodwill of the business of a hotel proprietor and licensed victualler carried on by the vendor at Fischer's Hotel, Clifford-street, New Bond-street, and the full benefit of the victualler's and other licences, and of all contracts, engagements, and privileges to which the vendor was entitled in relation thereto; secondly, the lease of the hotel and premises, and his right, title, and interest therein, subject to the yearly rent of £964, together with the policy of insurance against fire then subsisting upon the premises; thirdly, all the household furniture, fixtures, fittings, and other effects (other than stock-in-trade) in and upon the premises belonging to the vendor, and the benefit of the policy of insurance against fire then subsisting therein; fourthly, the stock-in-trade to which the vendor was on the 17th of November then last part entitled; fifthly, all cash in hand and at the bank to which the vendor was entitled at the aforesaid date; sixthly, all the book and other debts due to him, the vendor, in connection with the business. By clause 2 of the agreement it was provided that the consideration for the sale should be the discharge by the syndicate of the debts and liabilities of the vendor due and owing by him at the aforesaid date in relation to the business, and the sum of £4,250, of which £1,462 16s. 3d. was the apportioned consideration for the furniture, stock-in-trade, and cash. By clause 3 it was provided that the vendor should shew a good title to the leasehold premises and assign to the syndicate or their assigns the lease thereof and the goodwill of the business. By clause 6 it was provided that in the event of the consent of the landlords to the assignment of the leasehold premises not being obtained the vendor should, at the option of the syndicate, execute a declaration of trust of the premises in their favour. The consent of the landlord not having been obtained, a declaration of trust was executed in favour of the purchasers. The commissioners were informed that the amount of debts and liabilities forming part of the consideration under clause 2 was the sum of £1,395 8s. 4d., and that the purchase consideration was therefore that amount plus £4,250—namely, £5,585 8s. 4d., and that this total sum was arrived at as follows: For lease and goodwill, £4,085 8s. 4d.; household furniture, &c., £1,260; stock-in-trade, £100; cash at bank, £102 16s. 3d.; book debts, £37 3s. 9d.; total, £5,585 8s. 4d. They were also informed that it was impossible to sever the goodwill from the lease, because the goodwill was of no value, as it could not exist apart from the lease, but that without a covenant restricting the vendor from carrying on business the lease would be of less value by £400 to £500. The commissioners called for the production of any assignment of the leasehold premises which might have been executed, and the aforesaid declaration of trust bearing date the 21st of March, 1895, by which the equitable interest in the leasehold premises became vested in the syndicate, was produced. No part of the consideration was expressed by the declaration of trust as being apportioned to the leasehold premises, and that deed was not stamped with *ad valorem* duty on £4,085 8s. 4d., but was stamped only with the fixed duty of 10s. The commissioners were of opinion that, inasmuch as neither the sum of £4,085 8s. 4d. nor any other part of the

consideration had been expressed by the declaration of trust to be apportioned to the leasehold premises so as to make that instrument chargeable according to its terms with *ad valorem* duty as a conveyance on sale, the whole consideration, except the sum of £1,462 16s. 3d., apportioned by clause 2 of the agreement as the consideration for the furniture, stock-in-trade, and cash, was to be regarded as applicable to the other property sold under the agreement, and that the instrument was chargeable under section 59, sub-section 1, of the Stamp Act, 1891, with *ad valorem* conveyance duty on £5,585 8s. 4d., less the sum of £1,462 16s. 3d., making the net sum of £4,122 12s. 1d. They accordingly assessed the *ad valorem* stamp duty of £20 15s. upon the agreement, being the *ad valorem* duty of 5s. for every £50 of the sum of £4,122 12s. 1d. payable under the head "Conveyance or Transfer on Sale" in the First Schedule of the Stamp Act, 1891; and they also assessed the fixed duty of 10s. in respect of the agreement for sale of the premises, furniture, stock-in-trade, and cash. The instrument was stamped accordingly. The questions for the opinion of the Divisional Court were—(1) whether the instrument was chargeable with the *ad valorem* duty of £20 15s.; (2) if not, with what amount of *ad valorem* duty the instrument was chargeable. The court held that the agreement was not an agreement for the sale of an equitable interest in property within the meaning of section 59, sub-section 1; that, as the goodwill was incapable of being severed from the enjoyment of the leasehold premises, the instrument was not an "agreement for the sale of an estate or interest in any property except lands," and was therefore not liable to *ad valorem* duty upon that portion of the consideration attributed to "lease and goodwill"; and that it was liable to *ad valorem* duty upon the amount of the book debts only. From this decision the Commissioners of Inland Revenue now appealed.

THE COURT (A. L. SMITH, RICHY, and VAUGHAN WILLIAMS, L.J.J.) took time to consider their judgment. On the 5th of August the court (VAUGHAN WILLIAMS, L.J., dissenting) allowed the appeal.

A. L. SMITH, L.J., in the course of a written judgment, said the first question was, taking the instrument of the 19th of March, 1895, by itself, did the option given by clause 6 to the purchasers to take a declaration of trust, if so minded, instead of a conveyance of a legal interest, constitute a contract or agreement for the sale of an equitable estate or interest in any property whatsoever? Apart from that option, the document was a contract to convey a legal and not an equitable interest. To constitute a contract or agreement within the meaning of section 59 there must be correlative obligations on each side—on the one side to sell, and on the other to purchase; there was here no obligation on the part of the purchasers to take a declaration of trust and therefore the instrument of the 19th of March, 1895, was not a contract or agreement for the sale of any equitable interest whatever within the section. The fact that at the time the instrument was taken to the commissioners the purchasers had taken a declaration of trust did not convert the instrument into a contract or agreement for the sale of an equitable interest, for the question was what the instrument was when it was signed. The second question was whether the goodwill which was agreed to be sold and purchased by the instrument was a sale of property other than land. It was clear that goodwill was property within the meaning of the Stamp Act (see *Potter v. Commissioners of Inland Revenue* (2 W. R. 561, 10 Exch. 147)), and it was also clear that goodwill was not land. Goodwill therefore came within the express terms of section 59 as being property other than land. It was suggested that the goodwill here was only the enhancement of the value of the premises and could not exist apart from those premises; but that was not so. Goodwill was as capable of being sold as a separate entity for what it was worth as was the tenant's interest in the lease. Here the parties had expressly sold the goodwill, licences, and contracts relating thereto, separate and apart from the lease and other entities contracted to be sold. This goodwill was therefore clearly not land, and the contention of the Crown was therefore right and the appeal must be allowed.

RICHY, L.J., also read a judgment agreeing with the above.

VAUGHAN WILLIAMS, L.J., read a judgment dissenting from the decision arrived at by the other Lords Justices. He was of opinion that the instrument was not a contract or agreement for the sale of any equitable estate or interest in any property whatsoever. It was a contract for the sale of a legal interest, and the option given to the purchasers to call for a declaration of trust did not convert the instrument into a contract for the sale of an equitable estate or interest. As regards the next question, whether the instrument was a contract or agreement for the sale of any estate or interest in any property excepting lands, tenements, or hereditaments, this depended upon whether the goodwill, which was by a separate clause included in that which was agreed to be sold and purchased by this instrument, was sold and purchased as land—that was, as something enhancing the value of the land and inseparable from it, or whether it was sold and purchased as property other than land. There could be no doubt that goodwill might be so inseparably connected with land—e.g., with a particular house, as to pass under a conveyance of land (see *Lindley on Partnership*, 6th ed., p. 441). In the present case the goodwill of the hotel was included in the lease, and by the terms of the lease the business could not be removed from the house demised without the landlord's consent. The goodwill was made inseparable by the terms of the lease. The goodwill did not belong to the vendor so that he could sell it apart from the lease. It was part of the reversion of the landlord. Moreover the goodwill of a leasehold public-house had generally been treated as part of the demised premises: *Ex parte Pannett, Re Kitchen* (29 W. R. 129, 16 Ch. D. 226). That case shewed that goodwill might, for the purpose of conveyance, be separated from reality, and if so separated it would be liable to duty as property; yet if it was not so separated it would be treated, on a sale of the premises where the business was carried on, as something enhancing the value of the realty, and, *pro tanto*, aug-

menting the duty on a conveyance of the place where the business was carried on. His lordship then referred to *Commissioners of Inland Revenue v. Angus* (38 W. R. 3, 23 Q. B. D. 579); *Potter v. Commissioners of Inland Revenue* (2 W. R. 561, 10 Exch. 147); *Cooper v. Metropolitan Board of Works* (32 W. R. 709, 25 Ch. D. 472). In the present case, in his opinion, it was not the intention of the parties to sell the goodwill as something separate from the hotel. The purchasers could not deal with or enjoy the goodwill separately from the hotel. The vendor had no power to sever the business from the hotel. There were no separate prices in the contract for the hotel and the goodwill. He could find no fact in the present case from which one could infer an intention to deal with the goodwill separately from the hotel. Appeal allowed.—COUNSEL, A. T. Lawrence, Q.C., Spearman, and W. R. Smith; Sir R. E. Webster, A.G., and Danckwerts. SOLICITORS, A. E. Griffiths; Solicitor of Inland Revenue.

[Reported by E. G. STILLWELL, Barrister-at-Law.]

High Court—Chancery Division.

JORDESON v. SUTTON, SOUTHCOATES, AND DRYPOOL GAS CO.
North, J. 4th August.

GAS COMPANY—STATUTORY POWER—OBSTRUCTION TO ANCIENT LIGHTS—RIGHT TO SUPPORT.

The plaintiff is the owner of some cottages at Hull abutting on the works and premises of the gas company. The gas company are constructing a very large new gasholder close up to the back of some of the plaintiff's cottages. The circular tank in which the defendants' gasholder is to float is constructed, but the gasholder itself is not completed. The plaintiff sued the gas company and also the contractors who built the tank for the injury done to his cottages by the subsidence of the soil which was admitted to be due to the excavation which was necessary for the construction of the tank. He charged negligence both as to the choice of a plan for carrying out the work and as to the carrying out of the plan adopted. He alleged that the subsidence was caused by the withdrawal of silt suspended in water from a stratum of what was known in the district as "running silt," while the defendants alleged that the subsidence was substantially caused by the withdrawal of water alone, so that on this part of the case the question of fact was whether there had been negligence and what was the material pumped by the contractors from the bottom of the trench they dug. The plaintiff also claimed an injunction against the gas company to restrain the erection of a gasholder of such height as to obstruct access of light to the cottage windows. On this part of the case the question of fact arose as to what effect the proposed gasholder would have on the access of light to the cottages. The defendants insisted that as a matter of law they had a statutory power coupled with a duty to erect the gasholder, which, apart from any question, gave them the right to do what they had done and proposed to do, notwithstanding they might thereby injure their neighbours' property. They also contended that they had a natural right to abstract water or silt in suspension from a hole in their own ground to the detriment of their neighbours. North, J., on the 15th of February found as a fact that the gasholder when erected and inflated to the proposed height of 100 feet must interfere with the access of light to the cottages, but could not say that the plan of doing the work was improper, and held that it had been skilfully carried into execution. He also held that subsidence was due to the abstraction not merely of underground water but also of silt held in suspension in the water abstracted, and reserved judgment on the points of law.

August 4.—NORTH, J., held that the argument that the company had a statutory duty to exercise its statutory powers was unsound. The company was under no obligation to use that particular site. He granted an injunction against the company to restrain it from raising the gasometer more than sixty-eight feet, and gave £340 damages against both the company and the contractors.—COUNSEL, Upjohn, Q.C., and D. Pollock; Haldane, Q.C., Macnaghten, Q.C., Boone, Rawlins, Q.C., Bardswell, Heckscher. SOLICITORS, Collyer-Bristow & Co.; Jaques & Co.

[Reported by G. B. HAMILTON, Barrister-at-Law.]

ROBERTS v. HEATON. Stirling, J. 9th August.

LEASE—PUBLIC-HOUSE—COVENANT BY LESSOR TO PURCHASE BEER ONLY FROM LESSOR—BENEFIT—WHETHER ASSIGNABLE.

This case raised the question whether a covenant on the part of the lessee contained in the lease of a public-house to buy beer from the lessor bound the lessee to buy beer from persons to whom the benefit of such covenant had been expressly assigned by the lessor. By an indenture of underlease dated the 18th of July, 1895, and made between G. E. Curtis (thereinafter called the lessor) of the one part, and R. St. J. Dwyer (thereinafter called the lessee) of the other part, the messuage or dwelling-house known as the Royal Hotel, Dawlish, in the county of Devon, was demised unto the lessee, his executors, administrators, and assigns, from the 20th of June, 1895, for the term of 19 years thence next ensuing at the rent during the first six years of the said term of £187 10s., and during the remaining years of the said term at the rent of £197 10s., and the lessee thereby covenanted with the lessor in manner following—that is to say, for the payment of the rent, rates, &c., and to permit the lessor to enter and view the premises, and also "that the said lessee, his executors, administrators, and assigns, will, during the said term, so long as the necessary licences can be obtained, use or cause the premises to be used only as an inn, tavern, or public-house, and that they will not carry on or suffer to be carried on upon any part of the said premises any trade or business

other than that of an innkeeper and wine and spirit merchant, and will during the said term purchase from the said George Edward Curtis all beer whether in bottles or draught which shall be brought on the said premises for the purpose of sale and will not during the said term purchase for the purpose of sale any beer from any other person or persons whatsoever." Except in the covenant above set out the lessor was throughout the said underlease referred to as "the lessor," and his assigns were expressly referred to. The lease was subsequently assigned by Dwyer to a Mr. Shallcross, and by Shallcross to Mrs. Heaton, the defendant. At the time the lease was granted the said G. E. Curtis was the owner of a brewery known as the Teign Brewery, and of the business of a brewer carried on at such brewery. By an indenture, dated the 14th of July, 1896, G. E. Curtis conveyed the said brewery and assigned the goodwill of the said business to J. Roberts, and by another indenture of even date Curtis assigned to the said J. Roberts, his executors, administrators, and assigns, the said Royal Hotel subject to and with the benefit of the said underlease, and the benefit of the said covenant was thereby expressly assigned. The plaintiffs subsequently became entitled to all the premises so assigned to the said J. Roberts. The plaintiffs having ascertained that the defendant had purchased for the purpose of sale in the said Royal Hotel, and had in fact sold thereon beer from persons other than the plaintiffs, commenced this action against the defendant, and by the writ claimed an injunction to restrain the defendant from so purchasing or selling any such beer, and now moved for an injunction till the trial. The said G. E. Curtis was still living.

STIRLING, J., refused to grant the injunction and said that the question he had to decide was whether on the true construction of the above covenant the benefit of the lessee's obligation to purchase beer off Curtis passed to Curtis's assigns. In approaching the consideration of such a covenant there appeared to be no reason why it should be presumed to have a wider rather than a narrower construction. The covenant was free from ambiguity, and was confined to purchases from Curtis personally, and that view was confirmed by the context.—COUNSEL, *Jenkins, Q.C., and Micklem; Upjohn, Q.C., and Ward Colledge.* SOLICITORS, *Mann & Crimp, for T. & J. Hutchings, Teignmouth; Preston, Store, & Preston, for Friend, Beal, & Tarbet, Exeter.*

[Reported by Wm. Scott Thompson, Barrister-at-Law.]

BARING GOULD v. SHARKINGTON COMBINED PICK, &c. (LIM.) AND THE ARBITRATION ACT, 1889. Stirling, J. 9th and 14th June, 3rd August.

COMPANIES ACT, 1862 (25 & 26 VICT. c. 89) ss. 161, 162—WINDING UP—PURCHASE OF UNDERTAKING—DISSENTIENT SHAREHOLDER—ARBITRATION—AWARD OF UMPIRE—VALIDITY OF AWARD—ARBITRATION ACT, 1889 (52 & 53 VICT. c. 49), FIRST SCHEDULE (c) (d).

This was a summons in the action to enforce an award made under the following circumstances. Article 123 of the articles of association of the defendant company provided that if a sale or arrangement should be made under the Companies Act, 1862 (s. 161), the purchase-money to be paid for the interest of a dissentient member should be such sum of money as the liquidator could obtain by selling the shares, stock, or other property to which the dissentient member would have been entitled on the completion of the sale or arrangement had he not expressed his dissent. In the autumn of 1897 a scheme was brought forward for the reconstruction of the company, and resolutions were passed for a voluntary winding up. On the 9th of September the plaintiff dissented from these resolutions. On the 15th of October the liquidator entered into an agreement for the sale of the assets of the old company to a new company. The price was to be 24,900 fully-paid shares of the new company which were to be applied for by the shareholders in the old company. On the 13th of November the plaintiff brought this action to restrain the liquidator parting with the assets or undertaking of the old company without providing for his interest under section 161. The matter was referred to arbitration but the company accepted the arbitration under protest. An umpire was appointed in the arbitration and he, on the 30th of April, 1898, awarded the plaintiff £100 for his interest in the company. The plaintiff then took out this summons which was adjourned into court to enable the defendants to raise the question of the validity of the award.

STIRLING, J.—Two objections have been taken to the award, on behalf of the company and the liquidator: first, that the event on which arbitration is to take place under section 162 of the Companies Act has not happened; and, secondly, that the event which gives the umpire jurisdiction has not happened. As to the first objection, it is contended that article 128 constitutes an agreement within the meaning of section 162, and that the right to arbitration is thereby excluded. Against this it is first said that the agreement must be between the disputing parties and that these are here the dissentient shareholder and the liquidator. Having regard to the language of section 162 and the decision in *De Rosas v. Anglo-Italian Bank* (17 W. R. 728, 4 Q. B. 462), I am of opinion that the disputing parties must be the shareholder and the company and not the shareholder and the liquidator. But then it is said that the articles constitute an agreement between the shareholders *inter se* and not between a shareholder and the company. On the authority of *Eley v. Positive Assurance Co.* (24 W. R. 252 and 358, 1 Ex. Div. 20 and 88) and *Browne v. La Trinidad* (36 W. R. 289, 37 Ch. D. 1) I think this objection is well founded. I also think that the objection that article 123 only applies where the dissentient shareholder would have been entitled to "shares, stock, or other property" on the completion of the arrangement, is well founded. Here, under the agreement of the 15th of October, 1897, he would only have been entitled to a sum of money. On these grounds I think the first objection taken fails. The second turns on the construction of the First Schedule to the Arbitration Act, 1889, clause (c). It is said that the

arbitrators failed to make their award within three months "after being called on to act by notice in writing." That is made out in this way. On the 11th of January, 1898, notice was served on the arbitrators, requiring them to appoint an umpire. The award was not made till the 30th of April, 1898, and the question is whether the notice of the 11th of January is a notice calling on the arbitrators to act within the meaning of the Act. There is no decision as to the meaning of the words "being called on to act by notice in writing," but in *Baker v. Stephens* (15 W. R. 902, 2 Q. B. 523) it was held that the words "entering on the reference" meant not merely making an appointment to hear the parties, but actually beginning to hear them; and that the time for making the award should be reckoned not from when the arbitrator accepted the office, but from when he entered into the matter of the reference either with both parties before him or under a pre-emptory appointment enabling him to proceed *ex parte*. That case does not govern the present, but it throws some light on it. It seems to me that "called on to act" means not called on to do some specific thing connected with the arbitration, but called on to enter on the substantial business of the reference. I think therefore that this objection is well founded, and that the jurisdiction of the umpire had not arisen.—COUNSEL, *Buckley, Q.C., and Gore-Browne; Mattinson, Q.C., and Beddall.* SOLICITORS, *Seal; Booth & Sims.*

[Reported by J. I. STIRLING, Barrister-at-Law.]

Re PIERCY, WHITWHAM v. PIERCY. North, J. 5th August.

ADMINISTRATION—LAND SITUATE IN FOREIGN COUNTRY—RESTRAINING APPLICATION TO FOREIGN COURT.

This was a motion to restrain R. C. Piercy, the heir-at-law of the testator, from preventing an order of North, J., dated the 6th of November, 1896, from being registered in Italy, and from taking proceedings inconsistent with an order dated the 9th of April, 1895, giving the plaintiffs and defendants leave to apply to register the said order in Italy. A summons by the heir-at-law that he might be at liberty to take such proceedings in Italy to decide who was entitled to the immovable property of the testator as he might be advised had been dismissed. North, J., had decided (1895, 1 Ch. 83, p. 88) that "where there is an English owner of money arising from the sale of land which belongs to other persons and is subject in their hands to Italian law, there is nothing in Italian law to make that money itself subject to Italian law." On the 5th of June, 1895, notice was given to the heir-at-law of the intention of the plaintiffs and defendants to apply to register the judgment of North, J., in Italy. The heir-at-law attended the proceedings and opposed the application, and the Court of Appeal in Cagliari, in the civil action of *Piercy v. Piercy*, stated that there was a difference between the English law and the Italian code as regards real property in Italy, and rejected the claim for the execution of the judgment of the High Court of Justice in the 6th of November, 1896, in the Italian territory. *Bushby v. Mundy* (5 Mad. 297), *Booth v. Leicester* (1 Keen 579), and *Harrison v. Gurney* (J. & W. 563) were cited in favour of the motion. For the heir-at-law it was said that he had done nothing inconsistent with the order of the English court, but merely defended proceedings brought against him, and that the cases cited were distinguishable, as in all of them the person restrained was plaintiff in the foreign proceedings. It would be, it was said, without precedent to restrain a defendant in a foreign court, against whom an order for costs was asked, from arguing in his own defence.

NORTH, J., however, made an order restraining the respondent from preventing the order of the 6th of November, 1894, from being registered in Italy, and from taking any proceedings or doing any act inconsistent with the said order, and in particular from opposing any appeal which may be brought by the trustees against the judgment of the Italian court. And he ordered the respondent to do all things that may be necessary on his part to effectuate the sale of the Italian land.—COUNSEL, *Coomes-Hardy, Q.C., Thompson, St. John Clarke.* SOLICITORS, *Feld, Roscoe, & Co.; Godden, Son, & Holmes.*

[Reported by G. B. HAMILTON, Barrister-at-Law.]

High Court—Queen's Bench Division.

THE GRAND JUNCTION WATERWORKS CO. (Appellants) AND THE HAMPTON URBAN DISTRICT COUNCIL (Respondents). Div. Court. 9th and 10th August.

PUBLIC HEALTH (BUILDINGS IN STREETS) ACT, 1888—WATERWORKS COMPANY—BUILDING ERRECTED BEYOND LINE OF BUILDINGS IN STREET—COMPANY BY SPECIAL ACT TO BE SUBJECT TO PROVISIONS OF ANY GENERAL ACT FOR "IMPROVING THE SANITARY CONDITIONS OF TOWNS"—LIABILITY OF COMPANY UNDER ACT OF 1888—WATERWORKS CLAUSES ACT, 1847, ss. 12, 93—GRAND JUNCTION WATERWORKS ACT, 1852, s. 25—PUBLIC HEALTH (BUILDINGS IN STREETS) ACT, 1888 (51 & 52 VICT. c. 52), s. 3.

The appellants are a waterworks company constituted by an Act of 51 Geo. 3, c. clxix., authorizing them to supply water in certain parishes in London and elsewhere. By the Grand Junction Waterworks Act, 1852, the company received additional powers to obtain a supply of water from the Thames at Hampton and to construct a reservoir and other works on a triangular piece of land where the roads leading respectively from Sunbury and Staines to Hampton join. The provisions of the Waterworks Clauses Act, 1847, were incorporated into the Grand Junction Waterworks Act, 1852, and by section 93 of the Act of 1847 it is enacted that "nothing herein or in the special Act contained shall be deemed to exempt the undertakers from any general Act relating to waterworks or any Act for improving the sanitary condition of towns and populous districts which may be passed in the same session of Parlia-

ment in which the special Act is passed or any future session of Parliament." In May the appellants were summoned upon the information of the respondents for having committed an offence under the Public Health (Buildings in Streets) Act, 1888, by unlawfully, without the written consent of the respondents, erecting part of a building—an engine-house—on their ground at Hampton which stood beyond the front main wall of the building on either side thereof situated in the Upper Sunbury-road, and did continue to suffer the same to remain standing after written notice had been served on them by the respondents. The magistrates who heard the summons held that the appellants had committed an offence against the Public Health Act, 1888, in so erecting the engine-house and continuing it after receiving notice of the offence from the respondents, and ordered the appellants to pay a penalty of one shilling a day and the respondents' costs. The appellants then obtained this case. Counsel on behalf of the appellants contended that they were authorized by their special Acts to construct upon such portions of the lands acquired by them under and for the purposes of their undertaking, as they in the exercise of their discretion thought proper, all works, including buildings for engines, as were necessary, and that the provisions of the Public Health Act, 1888, did not limit their statutory power to erect such buildings as were required to carry out the undertaking. Moreover, they said that the Act of 1888 was not an Act for improving the sanitary condition of the district, and therefore they were not bound to conform to it. For the district council it was submitted that the Act of 1888 was an Act for improving the sanitary condition of towns within section 93 of the Act of 1847, and that the special powers granted the waterworks company by section 12 of the Act of 1847, or by section 25 of the Act of 1852, did not exempt the appellants from the provisions of the Act of 1888.

THE COURT (MATHW, KENNEDY, JJ.) held that the conviction was right, since the provisions of the Act of 1888, in their opinion, applied to the appellants by virtue of section 93 of the Waterworks Clauses Act, 1847. Judgment was accordingly given in favour of the district council.

COUNSEL, *Bosquet, Q.C., Macmorran, Q.C., and R. C. Glen; H. H. Asquith, Q.C., Courthope Munroe, and W. H. Lees.* SOLICITORS, *Bircham & Co.; Kent & Son.*

[Reported by ESKINE REID, Barrister-at-Law.]

REG. v. HOBBS. C. C. R. 6th August.

CRIMINAL LAW—USING HOUSE FOR BETTING—SWEEPSTAKE—BETTING ACT, 1853 (16 & 17 VICT. c. 119), s. 1.

Case stated by Hawkins, J. The defendant was indicted at the Lewes Summer Assizes under section 1 of the Betting Act, 1853, for having used a public-house of which he was the occupier for the purpose of money being received by him as and for the consideration for promises and agreements to pay thereafter certain sums of money in events of and relating to a horse-race called the Derby Stakes. The question was whether the sale and receipt of the purchase-money for tickets in a sweepstake by the defendant in the bar of the public-house was an offence under the above section. The sweepstake was to consist of a thousand subscriptions of 2s. 6d. each, which if entirely subscribed would amount to £125. Of this 10 per cent. was to be deducted by the defendant for management expenses and the balance distributed in prizes to the drawers of horses, varying from £45 to the drawer of the winning horse to five shillings to each drawer of a horse which did not start in the race; these prizes were the sums mentioned in the indictment as the subject of the defendant's alleged promise to pay. The tickets were bound up in books, a counterfoil being attached to each. The subscriptions were received by the defendant and his servants in the bar of the public-house and a ticket was delivered to each subscriber and his name and address entered in the counterfoil. Before the time for the drawing of horses arrived the police intervened and stopped the further conduct of the sweepstake. In previous years the drawings had taken place in premises adjoining but forming no part of the public-house. The defendant was not to receive any part of the money except the 10 per cent. for expenses, which the learned judge considered was a reasonable charge, and he gave no guarantee or promise to pay any sum to anybody except to distribute the prizes in accordance with the drawings. Hawkins, J., entertained a doubt as to whether there was any evidence to go to the jury of an offence under the section, but he directed them to convict with a view to stating this case for the opinion of the court for consideration of Crown Cases Reserved. The latter part of section 1 of the Betting Act, 1853, makes it an offence for the owner or occupier of a house to open or use it for the purpose of any money or valuable thing being received by or on behalf of such owner or occupier "as or for the consideration for any assurance, undertaking, promise, or agreement, express or implied, to pay or give thereafter any money or valuable thing on any event or contingency of or relating to any horse-race": *Carhill v. The Carlisle Snook Ball Co.* (1892, 2 Q. B. 484), *Sayer v. Siedart* (18 Cox C. C. 165), *Caminada v. Hulton* (39 W. R. 540), and *Allport v. Nutt* (1 C. B. 974) were cited.

LORD RUSSELL OF KILLOWEN, C.J.—The learned judge at the trial expressed great doubt as to whether there was evidence of this offence to go to the jury. I think that that doubt was well founded. In my opinion there was no such evidence. The general importance of the case makes it desirable that I should state the grounds for that opinion. The allegation that the defendant is a publican is wholly irrelevant; the case would have been the same if this transaction had taken place at a club or elsewhere. It seems to me that what took place was a lottery, or at all events was not a betting transaction. When the Betting Act, 1853, was passed there were already statutes dealing with lotteries, and betting was then treated as a separate subject for legislation. The Act is "an Act for the suppression of betting-houses"; it recites that a kind of gaming had sprung up by the opening of betting-houses and offices, and the receiving of money in advance by the owners or occupiers on their

promises to pay money on events of horse-races and the like contingencies, and it then proceeds to deal with the evil so pointed out. The first clause of section 1 deals with a house being opened or used for the purpose of betting with persons resorting thereto. The second clause covers cases in which persons do not necessarily resort to the house. [His lordship read the clause above set out.] Was there any evidence that the defendant used this house for the purpose of any money being received by him or on his behalf as the consideration for a promise to pay money on an event of or relating to a horse-race? The section points to a contractual relation between the keeper of the house and the person who pays the money, a promise by the former that he will pay a sum to the latter in certain contingencies. The facts of this case show no such relation; all that the defendant undertook to do was to manage the sweepstake and after retaining his reasonable expenses to distribute the prizes out of the contributions. The persons who took the tickets created a common fund which the defendant merely received as a stakeholder and undertook to distribute. The clause aims at transactions in which a promise to pay in a certain event is made by the person who receives the money, and here the defendant made no such promise. Again, to bring a case within the clause the "event" on which the payment is to be made must be an "event of or relating to a horse-race"; that was not the case here, the prizes depended on the event of the drawing, which would have been equally effective if it had taken place after the race had been run instead of before. Turning to the rest of the Act it is clear that every section of it is conversant with the keeping of houses and places for the purpose of betting. This is made very clear by section 7, which prohibits the advertising of such places. In my judgment the case does not fall within the letter of the Act or the category of evils with which it deals, and there was no evidence of an offence under it. I must not be understood as saying that the conduct of the defendant did not constitute an offence. I think the transaction was a lottery, but that is not the question which we have to consider.

HAWKINS, MATHW, KENNEDY, and BIGHAM, JJ., concurred. Conviction quashed.—COUNSEL, *E. D. Muir; Horace Avery.* SOLICITORS, *Davenport, Jones, & Glenister; The Treasury Solicitor.*

[Reported by T. R. C. DILL, Barrister-at-Law.]

REG. v. SPILSBURY. Div. Court. 8th August

CRIMINAL LAW—COMMITTAL UNDER FUGITIVE OFFENDERS ACT, 1881 (44 & 45 VICT. c. 69)—JURISDICTION TO ADMIT TO BAIL.

Application for bail and for a writ of *habeas corpus* on behalf of Major Spilsbury, against whom the police magistrate at Bow-street had made an order under the Fugitive Offenders Act, 1881, directing him to be sent to Tangier to be tried at the Consular Court there on the charge that he, being a British subject, did, on or about the 13th of January, 1898, on the Bos coast, within the territorial waters of the Empire of Morocco, in the steamship *Tourmaline*, with others to the number of three or four, unlawfully and riotously assemble, and riotously make an assault upon certain soldiers of the Sultan of Morocco by firing on the Sultan's ship *Hassanie*, and participate in an assault on the boats belonging thereto and at the time manned by such soldiers. Application was also made for an order that the trial should take place at Gibraltar instead of at Tangier. The facts sufficiently appear from the judgment of Lord Russell of Killowen, C.J. As to the power to admit to bail, section 5 of the Fugitive Offenders Act was relied upon as showing that there was no jurisdiction to do so. That section provides that "a fugitive when apprehended shall be brought before a magistrate who . . . shall hear the case in the same manner and have the same jurisdiction and powers, as near as may be (including the power to remand and admit to bail), as if the fugitive were charged with an offence committed within his jurisdiction. If the endorsed warrant for the apprehension of the fugitive is duly authenticated and such evidence is produced as . . . according to the law ordinarily administered by the magistrate raises a strong or probable presumption that the fugitive committed the offence mentioned in the warrant, and that the offence is one to which this part of the Act applies, the magistrate shall commit the fugitive to prison to await his return and shall forthwith send a certificate of the committal, &c."

LORD RUSSELL OF KILLOWEN, C.J.—The Fugitive Offenders Act, 1881, has been made applicable to the dominions of the Sultan of Morocco by an Order in Council under section 36 of the Act. It is admitted that the offence charged against the defendant is one in respect of which an order under the Act for the return of the fugitive may be made, but it is said that the evidence does not raise a "strong or probable presumption" that the defendant committed the offence. The broad facts were that the defendant was in charge of the *Tourmaline*, a vessel sent to the coast of Morocco by a trading syndicate. At Antwerp the defendant had purchased certain arms. He claimed to have treaties with certain independent tribes. Those tribes, however, were said to be within the jurisdiction of the Sultan. The *Tourmaline* appeared on the coast—not near any commercial port. Arms and tents of European manufacture were landed. The tribes met the defendant and three of his companions who had landed. The defendant returned to the vessel, leaving the others on shore. Presently there appeared a man-of-war belonging to the Sultan, which prevented access between the *Tourmaline* and the shore. Fighting took place on the shore, and shots were fired from the *Tourmaline*. In a letter from the defendant, which was an important piece of evidence, he stated that he ordered his ship to be cleared for action. On these facts there was sufficient to justify the magistrate in making the order. They raised the "strong or probable presumption" mentioned in the section. The question of difficulty that remains is this. Failing the success of the application to upset the order altogether, can the court grant the defendant bail? Is the question to be considered from the point of view that

the defendant must show under what section of the statute the power is given? In other words, is the onus on the defendant to prove the existence of the power? I think not. Apart from any statute the court has a power to admit to bail. The matter must therefore be approached in this way—does the Act expressly or impliedly do away with that power? Nothing in it does so in express words. Does it do so by implication? If it does the result would be that, though the magistrate might give bail during the whole of the possibly lengthened period of the inquiry and the court of the country to whom the fugitive was sent might give bail also, yet the High Court could not grant bail when once the order for return was made. I have come to the conclusion that unquestionably the court has the power to grant bail. Some difficulties have been suggested as to the consequences if bail were granted. Suppose a man on bail refused to deliver himself up, it is said there is no power to arrest him. Even if that were the case, the answer to the objection is that proceedings might be recommenced against him, and a fresh warrant issued on which he might be arrested. This would cause delay, but no insuperable difficulty. It is impossible to suppose that if the Legislature had intended to interfere with the ancient and well-known power of the court to grant bail that it would have left it to implication only. The power, however, is one to be exercised with extreme care and caution and after consideration of all the facts. The charge here is one of misdemeanour, but there is no right to demand bail. The order is a kind of intermediate order, and not like the committal by a magistrate of a prisoner to take his trial at assizes. The inquiry before the magistrates only began when the fugitive was returned. Upon the question whether in the exercise of the court's discretion bail should be granted or not, I have come to the conclusion, not without considerable doubt, that in this case the court ought not to grant bail; it will largely depend on the defendant himself how soon he shall return; doubtless if the defendant applies for an early removal it will be granted to him. The only remaining point was whether the trial should take place at Gibraltar instead of Tangier. It is not only within the competence, but also within the duty of the court, if there are reasons which ought to operate on them judicially for the trial taking place at Gibraltar, to give effect to them. [His lordship then reviewed the evidence as to the danger to the defendant of the trial taking place at Tangier, and ordered that it should take place at Gibraltar.]

WRIGHT, J., concurred, and added that the decision that the court had power to grant bail in a case under the Fugitive Offenders Act would not apply to cases under the Extradition Acts in which the words of the treaty with the foreign power had to be considered.

KENNEDY, J., concurred.—COUNSEL, Cohen, Q.C., and Ellis Griffith; Sir R. E. Webster, A.G., Henry Sutton, and Bodkin. SOLICITORS, Hollams, Son, Concord, & Haukeley; The Treasury Solicitor.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Solicitors' Cases.

Re FURBER, Ex parte C. S. WATKINS. Kekewich, J. 4th August.

SOLICITOR—MORTGAGE OF PERSONALTY—COSTS ACCORDING TO THE SCALE—SOLICITORS' REMUNERATION ACT, 1881 (44 & 45 VICT. C. 44), GENERAL ORDER, SCHEDULE I., PART I.

This was a summons by a mortgagor's solicitor to review the taxing-master's certificate, whereby the solicitor had been disallowed certain costs relating to the negotiation of several mortgages and charged according to the scale in Schedule I., Part I., of the General Order to the Solicitors' Remuneration Act, 1881. The mortgage security consisted of a reversionary interest under certain wills (being in part, at any rate, an interest in personality), and of a fund in court, and the mortgagor's solicitor having procured the required advances from certain of his own clients, charged the mortgagor with costs for negotiation according to the scale in Schedule I. The taxing-master disallowed these costs, on the ground that the mortgage security did not consist exclusively of "freehold, copyhold, or leasehold" property. On behalf of the solicitor it was contended that the "negotiation" of the loan was not confined to a loan the security for which consisted exclusively of "freehold, copyhold, or leasehold," but referred to any kind of security, and that because the scale fee for deducting and investigating title was restricted to cases of "freehold, copyhold, or leasehold" property, it did not follow that the fee for "negotiating a loan" was similarly restricted.

KEKEWICH, J., held that the solicitor was entitled to charge the scale fee for negotiating the loans, notwithstanding that the mortgages were not exclusively of "freehold, copyhold, or leasehold" property, and remitted the matter to the taxing-master accordingly.—COUNSEL, P. O. Lawrence, Q.C., and G. Henderson; Warrington, Q.C., and Stewart Smith. SOLICITORS, R. Furber; Mear & Fowler.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

Re A SOLICITOR. Q. B. Div. 6th August.

SOLICITOR—ORDER FOR SUSPENSION—RECTIFICATION—OPTION AS TO DATE OF SUSPENSION.

This was a motion on behalf of a solicitor to rectify an order made by the Divisional Court on the 3rd of August, 1896, suspending the certificate of the solicitor for two years. The court who made the order directed that it should lie in the office for three months, or for a shorter period should the solicitor so desire, in order to give him time to complete matters of business then in his office. The solicitor, through his counsel, at the time the order was made, intimated that he would avail himself of the indulgence

to the full extent of three months. The order was accordingly drawn up and the 3rd of November, 1896, was inserted as the date when the suspension began. On the 19th of September, 1896, the solicitor wrote to the officer of the court to say that, having completed his business, he desired that the order should take effect from the 21st of September. The order was not however altered. The solicitor now applied to the Lord Chief Justice to rectify the order by making the suspension extend from the 21st of September, 1896, to the 21st of September, 1898, instead of from the 3rd of November, 1896, to the 3rd of November, 1898. On behalf of the Incorporated Law Society, who opposed the motion, it was contended that the solicitor, having once exercised the option given to him, could not afterwards claim to exercise the option in a different way.

LORD RUSSELL OF KILLOWEN, C.J., dismissed the motion.—COUNSEL, G. E. Jones; Frank Phillips.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

SOLICITORS ORDERED TO BE STRUCK OFF THE ROLLS.

8 August.—WILLIAM BUFFTON NORRIS.

8 August.—JAMES SHAW (9, Fold-street, Bolton).

LAW SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London, on Wednesday, the 10th inst., Mr. Sidney Smith in the chair. A sum of £771 10s. was distributed in grants of relief, six new members were admitted to the association, and other general business transacted.

LEGAL NEWS.

OBITUARY.

MR. DAVID GRAY BEGG, barrister-at-law, died on the 22nd ult. from the effects of an accident. On the morning of Tuesday, the 19th ult., Mr. Begg was in Lincoln's-inn-fields, and was about to turn the corner of Portugal-street, when he suddenly fell. Several bystanders ran to his assistance, and he was taken to the hospital, where Dr. Kenneth de Risley Brown found that he had fractured the neck of one of his hip bones. On the following Friday death took place quite unexpectedly. Mr. Begg was a son of the Rev. Alexander Begg, of Fraserburgh, in Aberdeenshire, and was educated at the King's College and University in Aberdeen, where he gained a bursary and other distinctions, but in consequence of the death of his father he was obliged to leave the university without taking any degree. He then entered a solicitor's office, and eventually by his own exertions found means to be called to the bar in 1859. He practised as an equity draftsman and conveyancer with considerable success, and was esteemed for the soundness of his judgment and for his careful and accurate style of draftsmanship, which he had acquired as a pupil of the celebrated conveyancer, Mr. Charles Davidson. In 1871 he then Solicitor of the Treasury, Mr. John Gray, Q.C., made an unolicited effort to get him appointed conveyancing counsel to the Treasury; but the Attorney-General, Sir Robert Collier, preferred to give that appointment to his own son. Mr. Begg was twice married, and leaves a widow and several children.

MR. E. M. WAVELL, J.P., solicitor, of Halifax, died on Wednesday week, at the age of ninety years. He was admitted in 1830, and was, it is believed, the oldest practising provincial solicitor. He was Town Clerk of Halifax from April, 1849 (the year after incorporation), until 1864, but relinquished that office, after holding it for twenty years, when the demands of his practice became too great for him to retain it. He then took into partnership Mr. Philbrick, Mr. Foster, and his son Captain Wavell, all of whom he has outlived. Now the style of the firm is Messrs. Wavell, Kerr, & Kerr. Though so far advanced in years, Mr. Wavell up to quite recently was closely identified with the business, and the remarkable insight and faithful memory he showed were evidences that his faculties were unimpaired. He had built up a large practice, and in his younger days had briefed, when they were barristers, nearly all those who are now Her Majesty's judges. He was made a Justice of the Peace in 1878. He was one of the original guarantors of the Yorkshire Penny Bank, and was the first president of the Halifax Incorporated Law Society. Mr. Wavell's disposition, says a local newspaper, was of the most genial type, and he had a happy knack of recalling interesting reminiscences of former days. When he completed his ninety years last September, he received a very large number of letters and telegrams of congratulation from many different parts of the kingdom. Mr. Wavell leaves one son and three daughters, besides numerous grandchildren and great-grandchildren.

APPOINTMENTS.

MR. A. O. DAVIES, solicitor, of the firm of Messrs. Moore & Davies, of 4, New-square, Lincoln's-inn, London, has been appointed a Commissioner to Administer Oaths.

MR. JOHN DARRY, solicitor, of the firm of Messrs. Colbourn, Allen, & Darby, of Wolverhampton, has been appointed a Commissioner to Administer Oaths.

Mr. Inderwick, Q.C., has been elected Chairman of the Inns of Court Bar Library Committee at the Royal Courts of Justice, in succession to Mr. Napier Higgins, Q.C., resigned.

CHANGES IN PARTNERSHIPS, &c.

DISSOLUTIONS.

GEORGE HORACE DAVID CHILTON and ALFRED GREEN-ARMYTAGH, solicitors (Chilton & Green-Armeytagh), Bristol. July 14.

EDWARD ROBERT CARR and FREDERICK WILLIAM MARTIN, solicitors (Carr & Martin), 11 and 12, Great Tower-street, London. July 30.

JOHN GARRETT MORTEN, CHARLES RICHARD CUTLER, JOHN GARRETT MORTEN, jun., and WILLIAM JAMES BRADLEY, solicitors (Morten, Cutler, & Co.), 99, Newgate-street, London, so far as regards the said Charles Richard Cutler. July 1. [Gazette, Aug. 5.]

GENERAL.

The death is announced of Mr. Charles James Manning, Chief Judge in Equity of the Supreme Court of New South Wales. Mr. Manning, was called to the bar in November, 1865.

In the House of Commons on Tuesday Mr. Gedge asked the Attorney-General whether the Order in Council made under the Land Transfer Act, 1897, on the 18th of July last, and laid on the table of the House on the 19th of July last, would become valid after forty days if no address disapproving of such order be carried, in the event of Parliament being prorogued before the forty days had elapsed, or would they begin again to run from the first day of next session, as was the case with the orders of council approving charitable schemes. The Attorney-General said: So far as the question is one of law, I am of opinion that under sub-section 9 of section 20 of the Land Transfer Act, which is worded differently from the sections in other Acts of Parliament relating to similar matters, the order will become valid forty days after the 19th of July, unless an address be carried within that time disapproving of such order.

Mr. Registrar Linklater, on a recent day, on taking his seat in the Bankruptcy Court, said: Before entering upon the business of the day I wish to mark our sense of the great loss this department has sustained in the death of Mr. Henry Perkins, the very able clerk to the senior registrar. Mr. Perkins has occupied that responsible position for the last twenty-seven years, and during that period his thorough knowledge of both bankruptcy law and practice has been of the greatest assistance to the registrars, and he was always most courteous and patient in placing his ripe experience at the disposal of all those practising in this court. His death leaves a gap which will not easily be filled. Mr. J. C. Brough, on behalf of the bar, and Mr. A. H. Wildy, representing the official receivers, joined in the registrar's expression of regret and in acknowledging the efficiency and courtesy with which Mr. Perkins uniformly discharged all the duties of his office.

Mr. Justice Grantham, says the *Times*, after his day's work in court proceeded on Saturday night from Leeds to London. On his return, in order to continue the work of the assizes on Monday morning he was suffering to such an extent from a rheumatic affection of the knees that he was advised by his medical man that he should rest for a day. His lordship, however, was desirous of causing no inconvenience to the suitors and others, and he, consequently, decided to hear the cases which were set down for trial before him at the judge's lodgings at Leeds. Accordingly the learned judge heard three cases at the lodgings, which occupied his attention from 10.30 a.m. until nearly 6 p.m., but throughout the whole day he was obliged to lie down on a sofa in the drawing-room, which was formed into a court for the occasion. The members of the bar were not required to wear their wigs and gowns whilst conducting the cases in which they were engaged. His lordship, although obviously still suffering, was fortunately able to sit in the Crown Court on Tuesday.

On the 4th inst., in the House of Commons, on the vote to complete the sum of £7,985 for the Land Registry Office, the Attorney-General said that for years this department had been carried on at a loss, and they should wait and see whether the improvement was permanent before they proposed to reduce the fees, all the more that there had never been a complaint of the actual expense on the part of people who made use of the office. Since 1893 the total business of all kinds had increased by something like forty or fifty per cent., so that the public were recognizing the value and importance of land registration. The registrar's salary had come down from the time of Lord Westbury, but it would be revised when the next appointment was made. He was not able to say anything about the future work under the Land Transfer Act of last Session, because the order did not come into force until the latter part of the year, or possibly later. But the work was going to be conducted at one registry, and the scale of fees, though moderate, would be such as would more than pay the expenses of the official staff required. As the result of an amalgamation of two offices there would be one registry, as far as Middlesex and London were concerned, at which all the work would be carried on.

In the course of a debate on the Estimates, the Attorney-General gave an interesting account of his fees. He said that for 1895-96 he received for contentious business £3,916, and for 1896-97 £6,039. The Solicitor-General was not in office in the early part of the year, but he received for 1895-96 £691, and for 1896-97 £3,365. The reason why his own figures were so high in those years was because, in the first place, he had the

whole of the Balfour prosecution and one or two heavy cases at the Old Bailey; besides, he was engaged in Admiralty arbitrations which involved heavy work for many days. As to the change which had taken place, he said he was satisfied that it was against the public interest that contentious business should be paid for by salary. He did not look at the question from a professional point of view, but only from the public point of view. Government business involved many different classes of work—criminal, charity, foreshore cases, Admiralty and scientific work, and questions of contract. It frequently happened that, in order to get the best assistance which the Government ought to have, they had to employ a person specially qualified in a particular line of work. It had happened to himself more than once to point out that he was not the fittest person to conduct a particular case, and other counsel had been instructed. The hon. member for Dumfries, when acting as a law officer on salary, had requested members of the House to appear either with him or independently; and the proper view was that on a moderate scale of fees the Government should obtain the services of the best men for a particular case.

In the House of Commons on Tuesday, Mr. Gedge moved: "That this House disapproves of the Order of Council made on the 18th day of July last, under the Land Transfer Act, 1897, and laid upon the table on the following day, which directs that registration of title to land shall be compulsory on sale in the county of London." He observed that objections to the Land Transfer Bill were met by two concessions in the Act passed last year—first, that it should in the first instance be tried in one county only and in no other county for three years except at the request of the county; and, secondly, that within an interval of three months from notice being given by the Privy Council of intention to apply the Act, a county might pass a resolution of disapproval and the Act would not be enforced. The county of Yorkshire was first selected, and promptly objected, and ultimately the administrative county of London was chosen for the experiment. Thereupon he moved an amendment to prevent this. The Attorney-General assured him that the Act would not come into operation until the 1st of January, and the hon. and learned gentleman gave a pledge that notices would not be given until January, and thereupon the amendment was negatived. It was quite understood that notice would not be given before the 1st of January. On the 26th of November, the Privy Council sent to the London County Council the very notice of which a pledge had been given that it should not be sent. So that the pledge so given was most distinctly broken. The Attorney-General said that the Act contemplated that there should be six months from the 1st of January, and that there should be a period of three months for the county council to exercise its judgment. The hon. member had not given any dates, but the order was not made until the 18th of July. It came to the knowledge of the Lord Chancellor that the county council would go out of office on the 12th of March, and, therefore, unless the council had some notice before the 1st of January, it would not have an effective interval of three months. In order to give the county council a full three months' interval to exercise its judgment communication of the draft notice was made at the end of November. In May the new county council was formally communicated with, and it was asked whether it wished to pass any resolution to reject this order. The new county council was indisposed to have the matter brought before it, and subsequently the order lay on the table for forty days, and no one said a word to prevent it from being carried into effect. For the hon. member's allegation that he had said that no notices would be served until the 1st of January there was no ground. The only thing he said was that no steps would be taken to put the provisions of the Act into force until January, 1898.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

Aug. 18.—Messrs. H. E. FOSTER & CHANFIELD, at the Mart, at 2:

REVERSIONS:

To One-third of Freehold and Leasehold Properties producing £257 per annum; lady aged 63. Solicitor, J. Bannister Brown, Esq., London.

To One-seventh of a Trust Estate in Colonial and Foreign Railway Stocks, value £10,000; gentleman aged 79, and lady aged 69. Solicitor, Arthur Tyler, Esq., London.

To One-thirtieth of a Trust Fund, value £22,500; lady aged 76. Solicitor, Edward M. Lazarus, Esq.

To One-fourth of Dublin Leaseholds producing £159 per annum, and One-half of £2,984 in Consols; lady aged 65. Solicitors, Messrs. P. J. Gordon & Son, London.

ANNUITY:

Of £50; lady aged 30; with policy.

SHARES:

In the "Graphic" and "Daily Graphic."

POLICY:

For £1,000. Solicitor, Harold Fawcett, Esq., London.

(See advertisements, this week, back page.)

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

BIRTHS, MARRIAGES, AND DEATHS.

MARRIAGE.

PALMER—Dr HOCHREIFF LARPENT.—Aug. 6, at St. Augustine's, South Kensington, by the Rev. Canon Holland, assisted by the Rev. R. R. Chope, vicar of the parish, Francis Beaumont Palmer, of 29, Bryanston-square, barrister-at-law, to Georgiana Elizabeth, second daughter of the eighth Baron de Hochepied Larpent.

WINDING UP NOTICES.

London Gazette.—FRIDAY, AUG. 5.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

BRAZILIAN SYNDICATE, LIMITED—By an order made by Wright, J., dated June 9, it was ordered that the voluntary winding up of the syndicate be continued. Marshall & Marshall, Lincoln's inn fields, solicitors for petitioners.

FRANCIS MAID SYNDICATE, LIMITED—Creditors are required, on or before Sept. 3, to send their names and addresses, and the particulars of their debts or claims, to Frank Rowley, 34 and 36, Gresham st. Taylor & Rowley, Gresham st, solicitors for liquidator.

INSURANCES CORPORATION, LIMITED—Creditors are required, on or before Sept. 16, to send in their names and addresses, and the particulars of their debts or claims, to George Forrest, 117, Bishopsgate st.

OLDHAM HARBOUR CLIFF BUILDING CO, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to Mr. Roscoe Wrigley, 9, Clegg st, Oldham. Wrigley & Co, Oldham, solicitors to liquidator.

TRAINER SYNDICATE, LIMITED—Creditors are required, on or before Aug. 29, to send in their names and addresses, and the particulars of their debts or claims, to Richard Rabbidge, 32, Poultry. Cooke, Copthall bldgs, solicitors.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

WILLIAM REYNOLDS & CO, LIMITED—Petition for winding up, presented July 29, directed to be heard at the Chancery Office, No 9, Cook st, Liverpool, on Tuesday, Aug. 16. Field & Co, Liverpool, solicitors for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Aug. 15.

FRIENDLY SOCIETY DISSOLVED.

PRINCESS ALEXANDRA MUTUAL BENEFIT FRIENDLY SOCIETY, 198, Stanley rd, Kirkdale, Liverpool. July 27

London Gazette.—TUESDAY, AUG. 9.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CITY OF LONDON EXPLORATION SYNDICATE OF WESTERN AUSTRALIA, LIMITED—Creditors are required, on or before Sept. 17, to send their names and addresses, and the particulars of their debts or claims, to Finlay Macne, Dashwood House, New Broad st. Snell & Co, George st, Mansion House, solicitors for liquidator.

GEORGE HUNT, LIMITED (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before Sept. 5, to send their names and addresses, and the particulars of their debts or claims, to Elkanah Mackintosh Sharp, 120, Calmore row, Birmingham. Bradley & Cuthbertson, Birmingham, solicitors to liquidator.

NORTH OF IRELAND MINERAL CO, LIMITED—Creditors are required, on or before Sept. 17, to send their names and addresses, and the particulars of their debts or claims, to Philip Gibbons Swanwick, 64, Cross st, Manchester. Doyle, Manchester, solicitors for liquidator.

THOMAS RIVETT, LIMITED—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to Louis Rivett, Lancashire Hill Mill, Heaton Norris. Ferns & Co, Stockport, solicitors to liquidator.

YR MECCA, LIMITED (IN LIQUIDATION)—Creditors are required, on or before Sept. 20, to send their names and addresses, and the particulars of their debts or claims, to John Abbott Heaton, 20, Moorgate st. Burton & Co, Surrey st, solicitors for liquidator.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

POMONA CHEMICAL CO, LIMITED—By an order made by Hall, V.C., dated July 25, it was ordered that the voluntary winding up of the company be continued. Cumliffe & Grey, Manchester, solicitors for petitioners.

FRIENDLY SOCIETY DISSOLVED.

UNITED TONTINE SOCIETY, 38, Everton Brow, Liverpool. July 27

CREDITORS' NOTICES.

UNDER ESTATES IN CHANCERY.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, JULY 23.

PARRY, ALBERT, Vicer's Cross, near Chester Aug 31 Parry v Parry, Stirling, J. Dramey, Chester.

SCOTT, MARIA, Graylands, Grove Park, Chiswick Aug 24 Simpson v Scott, Kekewich, J. Hill, Ludgate hill.

WILDMAN, STEPHEN, Bingley, York, Worsted Spinner Sept 1 Willey v Wrathall, Kekewich, J. Atkinson, Bradford.

London Gazette.—TUESDAY, JULY 26.

LAWLOR, THOMAS JOHN, Westborough, Scarborough, Yorks, Hotelkeeper Sept 30 Lawlor v Lawlor, North, J. Goodwin, Serjeants' inn, Fleet st.

London Gazette.—FRIDAY, JULY 29.

LOGIE, MARY MARIA, Queensborough ter, Bayswater Oct 24 Board v Ferguson, Romer, J. King, Essex st, Strand.

THORN, SAMUEL, Manning, Essex, Builder Sept 1 J. Sedd & Sons, Ltd v Thorn, North, J. Blood, Witham, Essex.

London Gazette.—TUESDAY, AUG. 2.

DYER, HENRY CLERMONT SWINFERTON, Rusholme, Manchester, Engr Nov 10 Dyer v Dyer, Romer, J. Sullivan, Southampton st, Bloomsbury.

OWEN, MARTHA, Penbryn, Aberffraw, Anglesey Sept 1 Davies v Williams, North, J. Laurie, Llangefni.

London Gazette.—FRIDAY, AUG. 5.

ASHTON, JOE, Shooter's Hill rd, Blackheath, Gent Sept 10 Ashton v Ashton, Kekewich, J. Philbrick, Basinghall st.

DEKAPER, WILLIAM HENRY, Liverpool, Pianoforte Manufacturer Sept 8 Dresaper v Dresaper, Registrar, Liverpool Kirk, Liverpool.

ELLIS, JOHN ARTHUR, Mambach, Devon Sept 20 Ellis v Ellis, Romer, J. Toser & Co, Teignmouth.

GREGORY, JOHN, Manchester, Yarn Merchant Aug 26 Gregory v Gregory, Registrar, Manchester Marsh, Bolton.

WALLIS, ALFRED, Heywood, Lancaster Sept 5 Wallis v Wallis, Registrar, Manchester Pogmore, Manchester.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, JULY 21.

ADAMSON, DAVID, Oldham Aug 22 Griffiths, Oldham.

ARNOLD, THOMAS, Northampton Sept 3 Hensman & Co, Northampton.

BALDWIN, WILLIAM, Accrington Aug 30 Whitaker, Accrington.

BENKIN, LOIS, Charley, Leicester Aug 29 Burgess & Dexter, Leicester.

BREWITT, THOMAS GEORGE, Bingham, Nottingham Aug 5 Dowson & Wright, Nottingham.

BURN, CONSTANCE CLARA, Kingston, Hereford Aug 23 Jones & Alston, New st, Lincoln's inn.

COLE, JOHN CORTYSE, Chelsea Aug 30 Hepworth & Co, South st, Finsbury.

CRABTREE, ALBERT EDWARD, Luddenden, York, Grocer Aug 31 Boocock, Halifax.

CRITCHFIELD, JOHN HENRY, Oldham, Detective Police Officer Aug 20 Griffiths, Oldham.

DINGWALL, RODERIC MATHIESON, Clapham Sept 3 Barton, Lombard st.

DODD, ROBERT, Faversham, Kent Sept 5 Johnson, Faversham.

DUNCAN, ROBERT, Tunbridge Wells, Doctor Aug 13 Place, Leicester.

FINCH, HENRY CHARLES, Redbenth, Hert's Sept 1 Wilde & Co, College hill.

GARFORTH, MARY, Whalley, Lancs Aug 31 Sharpley & Son, Accrington.

GREEN, WILLIAM, Norwich Aug 31 Mills & Reeve, Norwich.

HARDY, JAMES FREDERICK, Tottenham Sept 6 Hill & Co, Liverpool.

HECKSCHER, MARTIN BENJAMIN, Didsbury, Doctor Aug 27 Crofton & Co, Manchester.

JACKSON, DAVID, Mytholmroyd, York, Boot Maker Sept 1 Boocock, Halifax.

JUSTICE, ALFRED JOHN, Bath Sept 29 Tarr & Arkell, Bristol.

KAT, THOMAS VALENTINE, Clay Cross, Derby, Surgeon Sept 1 Jones & Middleton, Chesterfield.

KNOTT, SAMUEL, Birmingham, Butcher Aug 15 Price & Atkins, Birmingham.

LIDDER, AMELIA FRANCES, Charlton Kings, Gloucester Aug 25 Horne & Birkett, Lincoln's inn fields.

NEWPORT, BENJAMIN WILLIAM, Mile End rd, Butcher Sept 7 Ratcliffe & Son, Lime st.

PARKES, ROY MATTHEW, Handswood Aug 30 Clarke & Co, Birmingham.

PARSONS, CHARLES, Percy st, Tottenham ct rd, Commission Agent Sept 1 Taylor & Taylor, New Broad st.

PRECK, MARY, Bolton Aug 25 Finney, Bolton.

ROBERT, JONAH YEKANS, Cublington, Warwick Oct 1 Heath & Blenkinsop, Warwick.

SAYNOE, JOHN, Blackpool Aug 27 Challinor & J. W. Balshaw, Manchester.

SHARPE, MARTHA ELLEN, Milnabridge, Huddersfield Sept 10 Turner, York.

SWANHAL, ELIZA, Brighton Aug 27 Peckett, Brighton.

SWAIN, JOHN WILLIAM, Long Sutton, Lincoln Aug 12 Mossop & Mossop, Long Sutton.

TAYLOR, MARGARET, Streatham Aug 31 King & Co, Queen Victoria st.

TONGER, CHARLOTTE WARWICK, Stockport Sept 5 Link, Manchester.

WEBB, EDITH ELIZABETH ASH, Nottingham Aug 20 Dowson & Wright, Nottingham.

WHEELER, EDWARD, St Malvern Aug 10 Whitley, St Malvern.

WRIGHT, CHARLES, Langford, nr Biggleswade, Corn Merchant Sept 1 Rogers & Co, Victoria st, Westminster.

YOUNG, EDWARD, Gravesend Nov 1 Sturt & Son, Ironmonger lane.

London Gazette.—FRIDAY, JULY 29.

ANDERSON, JAMES HUNTER, Bow Aug 21 Carttans & De Vesian, Leadenhall st.

ASBOTT, JOHN, CREWE, FARMER Aug 30 Martin, Nantwich.

BEAGLEY, NOAH, Pastmcon, nr Petersfield, Hants, Grocer Aug 25 Clarke & Harris, Winchester.

BOCKERT, GEORGE WILLIAM ALFRED, Epsom Sept 8 Kearsey & Co, Old Jewry.

FRINKLEY, BENJAMIN GEORGE, Southend on Sea Sept 1 W & W Stocken, Lime st.

ERDOWS, ELIZA, SWADAGE, DORSET Aug 20 Randol, Swadage.

CARTWRIGHT, CHARLOTTE MARTHA, Weston super Mare Aug 26 Bere, Weston super Mare.

CHARLES, MARY, Blackdyon, Mon Sept 30 Bythway & Son, Pontypool.

CHAVASSE, FRANCES, Edgbaston Sept 1 Colmore & Monkton, Birmingham.

CLARKE, RICHARD GWATEL, Upper Norwood Sept 20 Simpson & Co, Gracechurch st.

CONWAY, ELIZABETH, Stalybridge Aug 31 Buckley & Co, Stalybridge.

CORWAY, WILLIAM, Stalybridge Aug 31 Buckley & Co, Stalybridge.

COULTHURST, EDMUND, Streatham Aug 21 Farrer & Co, Lincoln's inn fields.

CUTRIS, FRANCES, Bath Aug 31 Dawes & Sons, Angel court.

DAWES, MARY, Whiston, York Aug 29 Pashley & Hodgkinson, Rotherham.

FURNISS, Mrs LAVINIA, Highgate Sept 1 Powell & Rogers, Essex st, Strand.

GRIFFIN, GEORGE FRANCIS, Hastings Aug 31 Morgan & Co, Stafford.

HOBBS, JOHN, Birchington on Sea, Kent Aug 15 Plummer, Canterbury.

HANDSON, MARGARET, Stockton on Tees, Innkeeper Sept 1 Hunton & Watson, Stockton on Tees.

HONE, EDWARD, Bishop's Cleeve, Gloucester Oct 1 Wood, Winchcombe, Glos.

HOKE, BENJAMIN, Ealing Sept 6 King & McMillin, Bloomsbury sq.

JEBB, Rev HENRY GLADWYN, Firbeck Hall, York Oct 27 Jebb & Son, Boston.

KYTE, ROBERT, Smalley, Derby, Farmer Aug 20 Acton & Marriotts, Nottingham.

LEANE, WILLIAM, Alverstoke, Hants Aug 31 Hyde & Hobbs, Portsmouth.

MORGAN, ROBERT WILLIAM, Ore, nr Hastings Sept 30 Rumney, Basinghall st.

MORRE, EDWARD, Epsom, Nurseryman Aug 26 Miller & Co, Salters' hall ct.

ODT, NOAH, Dauntsey, Wilts Sept 10 Clark & Smith, Malmesbury.

PEARCE, BENJAMIN, Dover Sept 12 Fielding & Son, Dover.

PEARCE, ELIZABETH, Handsworth Sept 13 Fielding & Son, Dover.

PERRY, ELIZABETH, Bartlow, Cambridges Aug 20 Stutfield & Son, Parliament st.

POOLE, JAMES HENRY, Eccles, Lancs Sept 3 Tucker & Co, Manchester.

PRECK, JAMES, Hereford Oct 1 Humphrys, Hereford.

PRICE, ALEXANDER, Hankow, China Nov 1 Wood, Shanghai.

SANDS, JOHN YOUNG, Cheltenham Sept 1 Titchhurst & Sons, Cheltenham.

SHERVINTON, CHARLES ROBERT ST Leger, Ryder st, St James's July 26 Bartlett, Cannon st.

SPECKMAN, WILLIAM HENRY, Paparui, nr Christchurch, New Zealand, Barrister Aug 26 Blyth & Co, Old Broad st.

STEINORR, ELIZA, Kirkstall, York Aug 31 Owen & Bailey, Huddersfield.

SWANSON, JOHN EDWARD, Aldersgate st, Licensed Victualler Aug 31 Greeney, Woolwich.

TAYLOR, JOHN, Cadogan gds Aug 31 Taylor & Co, Bradford.

TAYLOR, THOMAS, Southport Aug 31 Hodge, Southport.

TAYLOR, THOMAS JOHN, Plaistow, Omnibus Proprietor Aug 25 Snow & Co, Gt St Thomas Apostle.

THORPE, RICHARD L'OSTRE, Brading, I of W Aug 27 Coleman, Cowes.

UNDERHAY, FREDERICK GEORGE, Hotsray Aug 31 Seagrave & Woods, Chancery lane.

WALKER, ROBERT, Kingston upon Hull Aug 30 Jackson & Co, Hull.

WALKER, THOMAS, Camberley, Surrey Sept 20 Emanuel & Simmonds, Finsbury circus.

WARD, GEORGE EDWARD, Manchester Sept 29 Almond & Son, Manchester.

London Gazette.—TUESDAY, AUG. 2.

ALDRIDGE, MARY ANN FARMER, Bristol Sept 20 Burt & Evans, Rye.

ATYRELL, GEORGE, Blyth, Northumberland Aug 31 Charlton, Blyth.

BAKER, EMMA, Cardiff Aug 30 Jenkins, Aberavon.

BRENNAN, STEPHEN, Walthamstow Sept 6 Lyett, Finsbury pavement.

BILBY, EMMA, Whitwick, Leicesters Sept 10 Footman, Lincoln.

BLACKWELL, JOHN, Northampton, Hostler Nov 1 Dennis & Faulkner, Northampton.

BARNES, FRANCIS EDWARD, Kensington Aug 30 Steadman & Van Praagh, Old Broad St.
 BROWNE, EDWIN, Ecclesfield, Yorks, Farmer Aug 29 Smith & Co, Sheffield
 CRAMPTON, CHARLES, Wedmore, Somerset, Yeoman Sept 1 Smith, Wedmore
 CRAWFORD, PHILIP, New Cross Sept 8 Watts & Habersham, Queen Victoria St
 EVANS, TOM FREDERICK BAKER, Liverpool, Agent Sept 2 Tibbits, Liverpool
 GARDNER, SPENCER, Sion St Aug 30 Hores & Co, Lincoln's inn field
 GARR, FANNY, Reigate, Ladies Outfitter Aug 31 Ray, Gt Portland St
 HOBBS, AGNES MARY, Dulwich Sept 29 Edgar & Co, Finsbury circus
 LANGFELDER, JOHN FRANCIS BERNARD, Shanghai Sept 24 Blyth & Co, Old Broad St
 LAYCOCK, SAMUEL, Colne, Lancs Aug 30 Titcomb, Colne
 LEBES, HERMAN, Canonbury Sept 1 Pritchard & Co, Little Trinity lane
 LISTER, JANE, Addingham, York Aug 20 Knowles, Skipton
 LOCKITT, FREDERICK, Burnley, Stafford, Innkeeper Aug 27 Boulton, Burnley
 MCFARLAND, WILLIAM, Hesketh with Beconsall, Lancs, Hotel Proprietor Aug 27
 Brighouse & Co, Southport
 MANN, ELIZABETH, South Milford, York Aug 29 Rhodes, Sherburn in Elmet
 MARSH, CAROLINE, Bournemouth Aug 31 Shield & Mackerness, Alresford
 MEADERS, SARAH, Sheffield Sept 2 Wilson, Sheffield
 MIDDLEMOST, LIVINGSTON, Huddersfield, Fancy Woollen Manufacturer Aug 27 Ram-
 den & Co, Huddersfield
 MORRIS, CATHERINE ANNE, St Anne's on Sea July 22 Husband, Liverpool
 MURRAY, JOSEPH, Workington, Cumberland, Ironfounder Sept 21 Thompson,
 Workington
 PHILLIPS, WILLIAM, Cross Las Farm, nr Raglan, Mon, Farmer Sept 15 Watkins & Co,
 Pontypool
 PRICE, ALEXANDER, Hankow, China Nov 1 Wood, Shanghai
 ROBINS, JOHN YEMANS, Cuddington, Warwick Oct 1 Heath & Blenkinsop, Warwick
 SMYTHE, JOHN CLIMBSON PLUMPTRE, Liverpool Sept 1 Newman & Kent, Liverpool
 TOPPING, JOHN, Topping Fold, Bury, Lancs, Farmer Sept 9 Standing & Co, Rochdale
 WATSON, ARTHUR EDGERS, St Petersburg Sept 1 Fowler & Co, Wolverhampton
 WHITE, FREDERICK MEADOWS, QC, Sussex grdns, Hyde Park Sept 1 White & Co,
 Whitehall
 WHITEHEAD, JAMES, Church, Lancs, Bookkeeper Sept 2 Westwell, Accrington
 London Gazette—FRIDAY, Aug. 5.
 BOURCHIER, SIR GEORGE, KCB, Isleworth Sept 10 Sworder & Longmore, Hertford
 BROWN, GEORGE, Hammer-smith Sept 13 Philbrick, Basinghall st
 CARLSON, ALBERT, Bolton, Tailor Oct 31 Coops, Bolton
 CLEGG, GEORGE, Accrington, Cotton Manufacturer Sept 10 Sharples & Son, Accrington
 COLLINGS, GEORGE, Halifax, Tea and Coffee Merchant Sept 10 Longbotham & Sons,
 Halifax
 DAVIES, ELIZABETH, Sheffield Sept 17 Rogers & Co, Sheffield
 DENNING, MARY, Gt Yarmouth Sept 1 Whitbire & Son, Gt Yarmouth
 EBLE, MARY TEMPLEMAN, Torquay Sept 12 Hooper & Wollen, Torquay
 FULTON, HENRY, Liverpool Sept 19 Hill & Co, Liverpool
 GODDARD, THOMAS, Cuthberton, Surrey Sept 20 Rutter & Co, King st
 GREEN, GEORGE THOMAS, Sheerness on Sea Sept 3 Stallon, Sheerness on Sea
 GREGORY, ANN MARIA, Norwood Sept 5 Tatham & Louisa, Old Broad st
 HARRISON, JOHN MARSH, Gt Tower st, Wholesale Tea Dealer Oct 4 Chandler, New st,
 Lincoln's inn
 HIND, SAMUEL, Nottingham, Furniture Broker Sept 3 Walker & Barker, Nottingham
 HIPPELEY, JOHN, Somerset Sept 29 Rees-Mogg & Davy, Temple Cloud, nr Bristol
 HODGES, JOHN ISAAC, East Dean, Hants, Farmer Sept 18 Poole, South Petherton
 HOWARD, HARRIET, Blackpool Sept 13 Crofton & Co, Manchester
 HUNTER, MARY ANN, Worcester Sept 17 Hooper, Worcester
 JACKSON, GEORGE, Tavistock sq, Shipowner Sept 20 Ince & Co, Fenchurch st
 KURTZ, CHARLES GEORGE, Liverpool, Manufacturing Chemist Sept 20 Layton &
 Melly, Liverpool

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, Aug. 5.

RECEIVING ORDERS.

AKERMAN, J. H., Wilson st High Court Pet July 14 Ord Aug 1
 ATTEIDE, ARTHUR E., Thavies inn, Holborn Circus High Court Pet July 15 Ord Aug 1
 BAILEY, JOHN, Netherfield, Notts, Baker Nottingham Pet July 25 Ord July 25
 BETTS, J. F. H., Pope's Head alley, Cornhill, Cigar Merchant High Court Pet July 6 Ord Aug 2
 BIANCHI, KING, & Co, Bucklersbury, East India Merchants High Court Pet July 6 Ord Aug 2
 BLOOM, HENRY, Tunstall, Butcher Hanley Pet July 26 Ord July 26
 BOWARD, JOHN LLOYD, Worcester Worcester Pet July 14 Ord July 14
 CHAPMAN, JOHN, Clayton le Moors, Lancs, Furniture Dealer Blackburn Pet Aug 3 Ord Aug 3
 CHAPMAN, SIDNEY, Cannon st, Foreign Goods Importer High Court Pet Aug 2 Ord Aug 2
 CONY, ARTHUR EDWARD, Sleaford, Lancs, Cabinet Maker Boston Pet July 23 Ord Aug 3
 CROSBIE, LILLA, Hove, Brighton High Court Pet July 8 Ord Aug 2
 DAIN, CHARLES MAJOR, Horselydown, Bottled Beer Merchant High Court Pet July 30 Ord July 30
 DAY, GEORGE, Redditch, Fruiterer Birmingham Pet July 27 Ord July 27
 DAY, JOANNA ANNE, Ventnor, I of W Newport Pet July 25 Ord July 25
 ELDRIDGE, EDWARD, Railway app, London bidge, Timber Merchant High Court Pet July 29 Ord July 29
 EVANS, CHARLES, Swansea, Newagent Swansea Pet Aug 3 Ord Aug 3
 FISHER, GEORGE HANNAH, Rochdale, Tea Merchant Rochdale Pet Aug 2 Ord Aug 2
 FOX, HENRY, Commercial st, Wholesale Furrier High Court Pet July 30 Ord July 30
 GIBSON, HARRY, Ipswich, Wholesale Grocer Ipswich Pet July 23 Ord July 30
 GARR, GEORGE HARRISON, Bradford, Boot Maker Bradford Pet Aug 2 Ord Aug 2
 HALL, JOHN, Kidderminster, General Draper Kidderminster Pet Aug 2 Ord Aug 2
 HARDING, ELIZABETH ANNE, Merthyr Tydfil, Boot Maker Merthyr Tydfil Pet July 30 Ord July 30
 HASLAM, W., Highgate rd High Court Pet July 13 Ord July 29
 HARRIS, RICHARD THOMAS, High Holborn, Boot Dealer High Court Pet Aug 3 Ord Aug 3
 HERRICKENHOFF, FRITZ, Cullum st High Court Pet June 30 Ord July 29

HICKS, ROBERT, Bethnal Green, Boot Manufacturer High Court Pet July 23 Ord Aug 2
 HUGHES, JOHN CHARLES, Birmingham, Cycle Maker Birmingham Pet Aug 3 Ord Aug 3
 JARVIS, WILLIAM AARON, Haverhill, Suffolk, Butcher Cambridge Pet Aug 2 Ord Aug 2
 JENNINGS, WILLIAM, Cheriton, Hants Winchester Pet July 28 Ord Aug 2
 JOHNSON, ORRILL EDWIN, Stowmarket, Suffolk, Corn Merchant Bury St Edmunds Pet Aug 3 Ord Aug 3
 JONES, WILLIAM, Llanelli, Baker Carmarthen Pet Aug 3 Ord Aug 3
 JOYCE, FREDERICK WILLIAM, Peckham, Corn Dealer High Court Pet Aug 3 Ord Aug 3
 KLOZE, HENRY GEORGE, Birmingham, Tailor Birmingham Pet July 25 Ord July 25
 LANE, WILLIAM WELLES, Burnley, Bootmaker Burnley Pet Aug 3 Ord Aug 3
 MCCUE, PATRICK THOMAS, Warrington, Builder Warrington Pet Aug 3 Ord Aug 3
 MCMURDO, JAMES McLELLAN, Accrington, Wine Merchant Blackburn Pet July 29 Ord July 29
 MOORE, WILLIAM, Whitechurch Canoniscom, nr Bridport, Miller Dorchester Pet July 30 Ord July 30
 PARSONS, FREDERICK WILLIAM, Radcliffe cum Chackmore, Bucks, Coal Dealer Banbury Pet Aug 2 Ord Aug 2
 PARKER, ALFRED, Stockton on Tees, Master Painter Stockton on Tees Pet Aug 2 Ord Aug 2
 PAULI, FREDERICK RICHARDS, Sydenham, Insurance Inspector High Court Pet Aug 2 Ord Aug 2
 FORKITT, JOHN, Leeds, Park Butcher Leeds Pet July 30 Ord July 30
 PUMPHREY, JOHN HENRY, Bilston, Staffs, Draper Wolverhampton Pet Aug 3 Ord Aug 3
 RANTREY, ISAAC ABRAHAM, Malda vale High Court Pet June 23 Ord Aug 3
 RAY, BISCO, Telegraph st, Solicitor High Court Pet July 7 Ord July 30
 ROBINSON, ALFRED JOHN, Moss Side, Lancs, Commercial Clerk Salford Pet July 30 Ord July 30
 SAUNDERS, CHARLES JAMES, Whitwell, I of W, Baker Newport Pet July 25 Ord July 25
 SCOTT, ROBERT THOMAS, Glastonbury, Builder Wells Pet Aug 3 Ord Aug 3
 SHEARS, GEORGE, New Barnet, Photographer Barnet Pet July 29 Ord July 29
 SPREADBURY, ELIZA, Southsea, Florist Portsmouth Pet July 30 Ord July 30
 STRELL, HENRY, Cambridge, Licensed Victualler Cambridge Pet July 30 Ord July 30
 THOMAS, JOHN PARRY, Bangor Bangor Pet Aug 2 Ord Aug 2
 TOWLER, JAMES, Upper Norwood, Builder Croydon Pet July 30 Ord July 30

VARDOR, MARY ANN, Grange-towa, Cardiff, Grocer Cardiff Pet July 20 Ord July 20
 WAIN, GEORGE, and SETH ELWORTH, Birmingham, Builders Birmingham Pet July 27 Ord July 27
 WARD, OWEN, and JOHN HOWARD JONES, Birmingham, Money Lenders Birmingham Pet July 7 Ord Aug 2
 WARE, WILLIAM, Southsea, Hants, Cab Proprietor Portsmouth Pet Aug 3 Ord Aug 2

RECEIVING ORDER RESCINDED.

BROWN, GEORGE, late at Portsmouth, now at Moulesmeir, Lower Burnham, Captain High Court Rec Ord Oct 15, 1895 Rec Aug 1

FIRST MEETINGS.

AKERMAN, J. H., Wilson st Aug 15 at 11 Bankruptcy bldg, Carey st
 ATTEIDE, ARTHUR E., Thavies inn, Holborn circus, Merchant Aug 15 at 12 Bankruptcy bldg, Carey st
 BLACKBURN, THOMAS, Barmouth, Merioneths, Engineer Aug 31 at 2 Townhall, Aberystwith
 BURNISTON, THOMAS, Leeds, Licensed Victualler Aug 15 at 11 Off Rec, 21, Park row, Leeds
 CROSBIE, LILLA, Northumberland aveue Aug 15 at 1 Bankruptcy bldg, Carey st
 DAIN, CHARLES MAJOR, Horselydown, Bottled Beer Merchant Aug 12 at 2.30 Bankruptcy bldg, Carey st
 DIVALL, RICHARD, Brighton, Butcher Aug 12 at 12 Off Rec, 4, Pavilion bldg, Brighton
 DODSON, FREDERICK HARDWICK, Bliton, Warwick, Machinist Aug 15 at 12 Off Rec, 17, Hertford st, Coventry
 ELDRIDGE, EDWARD, Brimondsey, Timber Merchant Aug 12 at 12 Bankruptcy bldg, Carey st
 ELLIS, JOSEPH STUART, Choptow, Mon, Engineer Aug 15 at 11 Off Rec, Westgate chambers, Newport, Mon
 ENFRINGHAM, THOMAS, Kingston upon Hull, Finance Agent Aug 12 at 11 Off Rec, Trinity House ln, Hull
 FOX, HENRY, Commercial st, Wholesale Manufacturing Furrier Aug 12 at 11 Bankruptcy bldg, Carey st
 HASLAM, WILLIAM HENRY, Highbury Aug 15 at 13 Bankruptcy bldg, Carey st
 HERRICKENHOFF, FRITZ, Cullum st Aug 15 at 11 Bankruptcy bldg, Carey st
 HOLMES, CHARLES HERBERT, Salford Aug 12 at 3 Off Rec, Byrom st, Manchester
 HOOD, WILLIAM OWEN, Bawdswell, Newport, Baker Aug 15 at 12 Off Rec, Westgate chambers, Newport, Mon
 LINDSAY, NIGEL CRAWFORD, Richmond Aug 12 at 12.30 Railway app, London Bridge
 MACINTOSH, ROBERT HOWELL, Southampton Aug 12 at 12.15 Off Rec, 28, Stonegate, York
 MUMFORD, FREDERICK JOHN, Shauha Mills, nr Bickleigh, Devon, Farmer Aug 12 at 3 Off Rec, 6, Aithesum ter, Plymouth

LUCRELLY, AGNES HARRIET, Cadogan place Sept 29 Norton & Co, Victoria st Westminster
 MULLIN, WILLIAM, Crewkerne Sept 17 Roper, Bridport
 NICHOLSON, JOHN, Bank, nr Wighton, Cumberland, Yeoman Aug 23 Hetherington, Wighton
 PENNY, CHARLES WILLIAM, Wokingham, Berks Aug 30 Alford, Clifton
 PICKUP, ISABELLA, Clayton le Moors, Lancs Sept 10 Sharples & Son, Accrington
 SANTAPIONE, DON BOSIO SPORZA, Court Rome, Italy Sept 17 Palmer & Co, Trafalgar sq
 SCOTT, GEORGE, Potters Bar Sept 29 East, Basinghall st
 WARD, WILLIAM MEDWAY, Homerton Sept 5 Ward, Wood Green
 WARHAM, ANN WHEATLAND, Ramsgate Sept 10 Mowll & Mowll, Dover
 WHITEHEAD, WILLIAM, Marsden, York, Grocer's Assistant Sept 23 Sykes & Son, Huddersfield
 WRIGHT, MARY ANN EMMA, West Norwood Aug 12 Albion & Co Chesham
 WRIOLLET, HARRIET, Wakefield Aug 13 Green, Wakefield

London Gazette.—TUESDAY, Aug. 9.

ABERCROMBY, HON DAME AGNES GEORGINA, Upper Norwood Sept 6 Freshfields & Williams, Old Jewry
 ALDOUS, JAMES, Brixton Sept 8 Woods, College hill, Cannon st
 ANDREW, JAMES HENRY, Ashton under Lyne, Licensed Victualler Sept 8 Ellison, Ashton under Lyne
 BASKETT, HENRY, Bournemouth, Lodging house Proprietor Sept 12 Sharp & Rumsey, Bournemouth
 BLACKLOCK, THOMAS, Kirkbride, Cumberland Aug 22 Rigg, Wighton
 BOOTHMAN, EDWIN, Leeds Sept 3 Bulmer & Lawson, Leeds
 BOWLER, THOMAS CHESTER, Withington, nr Manchester Sept 30 Cooper & Sons, Manchester
 BREWSTER, THOMAS, Scarborough Sept 16 Tate & Co, Scarborough
 BRUNDETT, CHARLES, Chorlton cum Hardy, Lancs, Market Gardener Sept 30 Slater & Co, Manchester
 BURGESS, JAMES, Birmingham Sept 30 Wright & Marshall, Birmingham
 CLARKE, THOMAS, Riddings, Derby, Miller Aug 31 Rickards & Co, Alfreton
 CROFT, ANNA JANE, Brownhills, Staffs Sept 12 Barnes & Son, Lichfield
 CRUDGE, MARY ANN, Exmouth Sept 3 Petherick & Sons, Exmouth
 DIXON, CATHERINE, Morpeth Sept 7 Webb, Morpeth
 EVANS, ABRAHAM, Wrexham Sept 5 Bury & Acton, Wrexham
 FARRINGTON, CHARLES, Manchester, Dentist Sept 19 Marshall, Manchester
 GILLMAN, GEORGE, Oxford, Boot Manufacturer Sept 9 Mallam & Son, Oxford
 GOLDSCHMIDT, SALOMON HATUM, Paris, Doctor of Law Sept 10 Rehders & Higga, Mincing ln
 HENREY, MRS LOUISE, Streatham Sept 29 Fearns & Sons, East Grinstead
 HORN, RICHARD ERNEST, Park lane Sept 15 Horn & Francis, Berkeley st, Piccadilly
 KENT, CHARLES, Maesbury, Salop, Farmer Sept 10 Jackson, Oswestry
 LAZARUS, ELLEN, Finsbury Sept 5 Osborn Jenkyn & Son, Lincoln's inn fields
 LEIGH, THE HON AUGUSTA, Scarborough Sept 16 Tate & Co, Scarborough
 LONGLEY, JOSEPH, Peckham, Gas Inspector Sept 5 Avery & Wolvenston, New Cross rd
 PEPPER, THOMAS, East Bridgford, Notts Sept 17 Eking & Wyles, Nottingham
 RICCI, ELIZA FANNY, Rome Sept 9 Leighton & Savory, Clement's inn
 ROBINSON, SARAH, Holderness, York Sept 1 Townsend, Hull
 SHAWCROSS, JOHN, Gorton, Lancs, Innkeeper Sept 3 Wilson, Ashton under Lyne
 SMITH, MARTHA, Stockwell Sept 6 Hubert Smith, Fenchurch bldg
 STOKES, GEORGE WILLIAM, Birmingham, Painter Sept 16 Jeffery, Birmingham
 TAYLOR, HENRY, Higham, Norwich Sept 7 Blyth, L.L.D., Norwich
 WEST, ROBERT LESTER, Newcastle upon Tyne, Collector Sept 13 Nicholson & Martin, Newcastle on Tyne
 WOOLLOS, GEORGE, York Sept 29 Camidge, York

NEAVE, JAMES, Teddington, Auctioneer Aug 12 at 11.30
24, Railway app, London Bridge
PATERSON, PETER, Withington, Lancs, Tailor Aug 12 at
3.30 Off Rec, Byrom st, Manchester
PAULY, WILLIAM VICTOR, King st, 86 James's Aug 15 at
11 Bankruptcy bldgs, Carey st
POSSON, GEORGE, Bradford, Insurance Agent Aug 15 at
11 Off Rec, 31, Manor row, Bradford
RAWLE, CHARLES, Billiter at, Commission Agent Aug 16
at 12 Bankruptcy bldgs, Carey st
ROBINSON, ALFRED JOHN, Moss Side, Lancs, Commercial
Clerk Aug 12 at 2.30 Off Rec, Byrom st, Man-
chester
SPREABURY, ELIZA, Southsea, Hants, Florist Aug 12 at
3 Off Rec, Cambridge junction, High st, Portsmouth
THORNTON, AMOS, Laisterdyke, Bradford, Joiner Aug 12
at 12 Off Rec, 31, Manor row, Bradford
WARR, WILLIAM, Southsea, Cab Proprietor Aug 16 at 3
Off Rec, Cambridge junction, High st, Portsmouth
WHITEHOUSE, JAMES ALFRED, HORACE VERNON WHITE-
HOUSE, and HARRY CROSS, Stephen st, Tottenham
Court rd, Electro Platers High Court Pet July 9
at 12 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

AYRES, ISAAC, Regent st, Tailor High Court Pet July 16
Ord July 29
BAILEY, JOHN, Netherfield, Notts, Baker Nottingham
Pet July 28 Ord July 28
BLOOR, HENRY, Burslem, Butcher Hanley Pet July 26
Ord July 26
CHAPMAN, JOHN, Clayton le Moors, Lancs, Furniture Dealer
Blackburn Pet Aug 3 Ord Aug 3
CHAPMAN, SIDNEY, Cannon st, Foreign Goods Importer
High Court Pet Aug 2 Ord Aug 3
CLIFFORD, THOMAS REYNOLDS, Paddington, House Agent
High Court Pet July 5 Ord July 23
DAY, GEORGE, Redditch, Fruiterer Birmingham Pet
July 27 Ord July 27
DAY, JOANNA ANNE, Ventnor, I of W, Lodging house
Keeper Newport Pet July 23 Ord July 23
DODSON, FREDERICK HARDWICK, Bilton, Warwickshire,
Machinist Coventry Pet July 29 Ord July 30
ELDRIDGE, EDWARD, Bermondsey, Timber Merchant
High Court Pet July 29 Ord July 29
EVANS, CHARLES, Swansea, Newsagent Swansea Pet
Aug 3 Ord Aug 3
EVANS, JOHN THOMAS, Chelsea, Provision Dealer High
Court Pet May 26 Ord July 30
FISHER, GEORGE HARVEY, Rochdale, Tea Merchant Roch-
dale Pet Aug 2 Ord Aug 2
FOX, HYNON, Commercial st, Wholesale Furrier High
Court Pet July 30 Ord July 30
GREEN, GEORGE HARRISON, Bradford, Boot Maker Brad-
ford Pet Aug 2 Ord Aug 2
HARDING, ELIZABETH ANN, Merthyr Tydfil Merthyr Tyd-
fil Pet July 30 Ord July 30
HARRIS, RICHARD THOMAS, High Holborn, Boot Dealer
High Court Pet Aug 3 Ord Aug 3
HASLAM, WILLIAM HENRY, Highgate High Court Pet
July 13 Ord Aug 1
HIGGINS, HENRY WILLIAM, New Cross Greenwich Pet
July 29 Ord July 29
HUGHES, HERBERT, Birmingham, Dairyman Birmingham
Pet July 16 Ord July 30
JAMES, WILLIAM AARON, Haverhill, Suffolk, Butcher
Cambridge Pet Aug 2 Ord Aug 2
JENKINS, JOHN DANIEL, Llanfhaenydd, Ystrad, Auctioneer
Aberystwyth Pet June 24 Ord Aug 1
JENNINGS, WILLIAM, Cheriton, Hants Winchester Pet
July 28 Ord Aug 2
JINKE, HENRY, Chester newns, Albany st, Jobmaster High
Court Pet July 25 Ord July 25
JOHNSON, ORRILL EDWIN, 56 Newmarket, Corn Merchant
Bury St Edmunds Pet Aug 3 Ord Aug 3
JONES, HUGH, and HENRY WILCO, Liverpool, General Mer-
chants Liverpool Pet June 25 Ord Aug 3
JONES, WILLIAM, Llanelli, Baker Carmarthen Pet Aug 3
Ord Aug 3
KOSKY, ABRAHAM, Commercial rd, Furnier High Court
Pet July 25 Ord July 25
LEARMOUTH, HERBERT GEORGE, Portsmouth, Builder
Fostonmouth Pet July 23 Ord July 23
LIME, WILLIAM WELLES, Burnley, Bootmaker Burnley
Pet Aug 3 Ord Aug 3
MACCALLUM, JOHN, Park pl West, Gloucester gate High
Court Pet Nov 29 Ord July 27
McCUE, PATRICK THOMAS, Warrington, Builder Warring-
ton Pet Aug 3 Ord Aug 3
McMURDO, JAMES McLELLAN, Ayrington, Wine Merchant
Blackburn Pet July 29 Ord July 29
MOORE, WILLIAM, Whitechurch Canoncum, nr Bridport,
Miller Dorchester Pet July 30 Ord July 30
MOYCE, HENRY, jun, Redhill, Surrey, Cattle Dealer Croy-
don Pet July 25 Ord July 30
PARKER, ALFRED, Stockton on Tees, Master Painter
Stockton on Tees Pet Aug 2 Ord Aug 2
PAULY, FREDERICK RICHARDS, Sydenham, Insurance In-
spector High Court Pet Aug 3 Ord Aug 2
POBITT, JOHN, Leeds, Pork Butcher Leeds Pet July 30
Ord July 30
PURNHOUSE, JOHN HENRY, Bilston, Staffs, Draper Wol-
verhampton Pet Aug 3 Ord Aug 3
ROBINSON, ALFRED JOHN, Moss Side, Lancs, Commercial
Clerk Salford Pet July 30 Ord Aug 3
SAUNDERS, CHARLES JAMES, Whitwell, Baker Newport
Pet July 25 Ord July 25
SCORE, ROBERT THOMAS, Glastonbury, Builder Wells Pet
Aug 3 Ord Aug 3
SHREABURY, ELIZA, Southsea, Florist Portsmouth Pet
July 30 Ord July 30
STREL, HENRY, Cambridge, Licensed Victualler Cam-
bridge Pet July 30 Ord July 30
THOMAS, JOHN FARR, Bangor Bangor Pet Aug 2 Ord
Aug 2
TENNENT, FREDERICK ARTHUR, Penrynport, Cornwall,
General Merchant Truro Pet July 11 Ord July 30
VEDDOR, MARY ANN, Grangeview, Cardiff Cardiff Pet
July 29 Ord July 29

WAIN, GEORGE, and SETH, ELWORTH, Birmingham,
Builders Birmingham Pet July 27 Ord July 27
WALLACE, ROBERT MALCOLM, Smith sq, Westminster,
Theatrical Manager High Court Pet July 27 Ord
July 27
WHINCOOP, HENRY CHAMBERS, Birmingham, Contractor
Birmingham Pet July 15 Ord July 29
WHITEHOUSE, JAMES ALFRED, HORACE VERNON WHITE-
HOUSE, and HARRY CROSS, Stephen st, Tottenham
Court rd, Electro Platers High Court Pet July 9
Ord July 28

ADJUDICATION ANNULLED AND RECEIVING
ORDER RESCINDED.

DADSON, FREDERICK MAJOR PORTLOCK, Glashin villas,
Clapton, Middlesex, Gent Rec Ord Oct 2, 1896 Adjud
Nov 23, 1896 Rec and Annul Aug 1

London Gazette.—TUESDAY, Aug. 9.

RECEIVING ORDERS.

BRYDON, JOHN, Durham, Butcher Durham Pet Aug 4
Ord Aug 4
CHARLTON, WILLIAM, Heaton, Newcastle on Tyne, Cart
Proprietor Newcastle on Tyne Pet Aug 3 Ord Aug 3
CHERRIES, WILLIAM, Over Winsford, Cheshire, Commercial
Traveller Nantwich Pet Aug 4 Ord Aug 4
CLARE, GEORGE E, Wolverhampton, Cycle Manufacturer
Wolverhampton Pet July 25 Ord Aug 5
COLLIER, JAMES, Tir Phil Merthyr Tydfil Pet Aug 5
Ord Aug 5
DAVIES, JOHN, Burslem, Slipmaker Hanley Pet Aug 4
Ord Aug 4
DAVIES, MARY, Lampeter, Glass Dealer Carmarthen Pet
Aug 6 Ord Aug 6
FOX, ABRAHAM, Birkall, Yorks, Innkeeper Bradford Pet
Aug 5 Ord Aug 5
FRYER, FRANK, Cheltenham, Baker Cheltenham Pet Aug
4 Ord Aug 4
GILBERT, GEORGE, Northampton, Shoe Manufacturer High
Court Pet July 15 Ord Aug 5
HARTINGS, FRANCIS THEOPHILUS HENRY, South Kensington
High Court Pet July 7 Ord Aug 5
HAYES, WALTER FARMER, Whimsdown, Rutlands, Builder
Leicester Pet Aug 4 Ord Aug 4
JOHNSON, WILLIAM, Elwick, Durham, Innkeeper Sunter-
land Pet Aug 4 Ord Aug 4
JONES, ROBERT, Llanfairfach, Boot Dealer Bangor
Pet Aug 5 Ord Aug 5
JORDAN, JAMES, Shebbear, Devons, Farmer Barnstaple
Pet Aug 4 Ord Aug 4
KING, HENRY, Southsea, Fruiterer Portsmouth Pet Aug
3 Ord Aug 3
LEAKE, THOMAS SATER VILE, Chatham, Baker Rochester
Pet July 10 Ord Aug 4
MARKS, JOHN, Salford, Waterproof Manufacturer Man-
chester Pet Aug 5 Ord Aug 5
MARSDEN, FRANKS EMMET, Bailey, Yorks, Innkeeper
Dewsbury Pet Aug 6 Ord Aug 6
MILLS, JAMES AND AVIS MILLS, Basingstoke,
Costumiers Winchester Pet Aug 4 Ord Aug 4
MORGAN, DANIEL, Llandoverly, Innkeeper Carmarthen
Pet Aug 6 Ord Aug 6
NIXON, ALLEN, Barrow in Furness, Blacksmith Barrow in
Furness Pet Aug 4 Ord Aug 4
NIXON, JAMES, Lancaster, Cumberland, Farmer Carlisle
Pet Aug 6 Ord Aug 6
ROBERTS, ELIZABETH ANN, Devonport, Pawnbroker Ply-
mouth Pet Aug 3 Ord Aug 3
ROBERTSHAW, BENJAMIN, Bradford, Grocer Bradford Pet
Aug 3 Ord Aug 3
ROLYE, CHRISTIAN, East Dulwich High Court Pet April
30 Ord Aug 4
ROTHERFORD, JOHN SCHAW, Old Jewry chmtrs High
Court Pet July 19 Ord Aug 4
SAUNDERS, L LION & CO, Victoria av, Bishopsgate st, Boot
Dealers High Court Pet July 10 Ord Aug 3
SAMUELS, SAMUEL, Abertillery, Mon, Pawnbroker Trede-
gar Pet Aug 4 Ord Aug 4
SHORT, BENJAMIN JACOB, Bath, Butcher Bath Pet Aug 4
Ord Aug 4
SIVETTA, FREDERICK, New Cross rd, Compositor High
Court Pet July 14 Ord Aug 4
SLATER, HENRY CRAWFAY, Burnley, Weaver Burnley
Pet Aug 5 Ord Aug 5
WILDING, JOHN, St Anne's on the Sea, Lancs Preston
Pet July 21 Ord Aug 5
WILSON, THOMAS, Berwick, Cabinet Maker Newcastle on
Tyne Pet July 19 Ord Aug 4

FIRST MEETINGS.

BAILEY, JOHN, Colwick, Notts, Baker Aug 16 at 12 Off
Rec, 4, Castle place, Park st, Nottingham
BETTS, JOHN FREDERICK HENRY, Pope's Head alley, Corn-
hill, Cigar Merchant Aug 17 at 11 Bankruptcy bldgs,
Carey st
BRANON, KING & CO, Bucklersbury, East India Merchants,
Aug 17 at 1 Bankruptcy bldgs, Carey st
BROWN, HENRY, Tunstall, Butcher Aug 19 at 11 Off Rec,
King st, Newcastle under Lyme
BROTH, MAURICE, Dewbury Aug 16 at 11.30 Off Rec,
Bank chmtrs, Batley
BOWWELL, HERBERT WALTER, Stockport, Horse Dealer
Aug 16 at 10.45 Off Rec, County chmtrs, Market
place, Stockport
BYE, JOHN RICHARD, Rushden, Grocer Aug 17 at 12.30
Off Rec, County Court bldgs, Sheep st, Northampton
CHAPMAN, JOHN, Clayton le Moors, Lancs, Furniture
Dealer Aug 17 at 12 County Court house, Blackburn
CHAPMAN, SIDNEY, Cannon st, Foreign Goods Importer
Aug 17 at 12 Bankruptcy bldgs, Carey st
CROSS, JOHN JOSEPH, Seacombe, Chester Aug 17 at 10
Off Rec, 35, Victoria st, Liverpool
DAY, JOANNA ANNE, Ventnor, I W, Lodginghouse Keeper
Aug 17 at 11 Off Rec, Newport, I W
DOYLE, JOSEPH STANLAUS, Sevenoaks, Kent, Farmer
Aug 17 at 12 24, Railway app, London Bridge
ELWORTH, JOSEPH, Pudsey, York Aug 17 at 11 Off Rec,
22, Park row, Leeds

EVANS, DANIEL WILLIAM, Morriston, Glam, Grocer Aug
17 at 12 Off Rec, 31, Alexandra rd, Swansea
GOODWIN, EDWARD, Longton, Staffs, Butcher Aug 17 at
11 Off Rec, King st, Newcastle under Lyme
GOODWIN, RICHARD, South Shields, Builder Aug 17 at
11.30 Off Rec, 30, Mooley st, Newcastle on Tyne
GREEN, GEORGE HARRISON, Shipley, Bootmaker Aug 17 at
11 Off Rec, 31, Manor row, Bradford
HARRIS, RICHARD THOMAS, High Holborn, Boot Dealer
Aug 17 at 1 Bankruptcy bldgs, Carey st
HICKS, ROBERT, Rednal Green, Boot Manufacturer Aug
17 at 11 Bankruptcy bldgs, Carey st
HUGHES, HERBERT, Birmingham, Dairyman Aug 18 at 11
174, Corporation st, Birmingham
HULME, THOMAS, jun, Northampton, China Dealer Aug 17
at 1 Off Rec, County Court bldgs, Sheep st, North-
ampton
JENNINGS, WILLIAM, Cheriton, Hants Aug 16 at 3.30 Off
Rec, 173, High st, Southampton
JOHNSON, ORRILL EDWIN, Showmarket, Corn Merchant
Aug 16 at 12.30 Off Rec, 31, Princes st, Ipswich
JOYCE, FREDERICK WILLIAM, Feckham, Corn Dealer Aug
19 at 11 Bankruptcy bldgs, Carey st
KEYS, CLARA, Shipston on Stour, Drossmaker Aug 16 at
8.15 1, St Aldate's, Oxford
KATTS, GEORGE, Shipston on Stour, Grocer Aug 16 at 3
1, St Aldate's, Oxford
KILVINGTON, HARRAN ELIZABETH, Gt Grimsby Aug 16 at
11 Off Rec, 15, Osborne st, Gt Grimsby
KING, HENRY, Southsea, Fruiterer Aug 16 at 9.30 Off
Rec, Cambridge junction, High st, Portsmouth
LANHAM, WILLIAM, Aberdare, Fruiterer Aug 17 at 3 36,
High st, Merthyr Tydfil
LEVINS, H. Birmingham, Baker Aug 16 at 12 174, Co-
poration st, Birmingham
McMURDO, JAMES McLELLAN, Ayrington, Wine Merchant
Aug 17 at 1.30 County Court house, Blackburn
MILES, ALFRED, Gt Ilford, Essex, Builder Aug 16 at 3
Off Rec, 95, Temple chmtrs, Temple av
MOYCE, HENRY MICHAEL, Redhill, Surrey, Cattle Dealer
Aug 16 at 11.30 24, Railway app, London bridge
MUIR, THOMAS, Trowbridge, Wilts, Draper Aug 17 at 11
Off Rec, Baldwin st, Bristol
PHILLIPS, DANIEL, Pontypidd, Grocer Aug 16 at 12 6,
High st, Merthyr Tydfil
PURNHOUSE, JOHN HENRY, Bilston, Staffs, Draper Aug
17 at 11 Off Rec, Wolverhampton
RICHMOND, SAMUEL FERTMAN, Ossett, Florist Aug 16 at
3.50 Off Rec, Bank chmtrs, Batley
ROBERTS, ELIZABETH ANN, Devonport, Pawnbroker Aug
17 at 11 Off Rec, 6, Atheneum ter, Plymouth
SAMUEL L LION & CO, Victoria av, Bishopsgate st, Boot
Dealers Aug 18 at 12 Bankruptcy bldgs, Carey st
SAUNDERS, CHARLES JAMES, Whitwell, I of W, Baker Aug
17 at 12 Off Rec, Newport, I of W
SCORE, ROBERT THOMAS, Glastonbury, Builder Aug 17 at
12.30 Off Rec, Baldwin st, Bristol
SHORT, ARTHUR E, South Kensington Aug 16 at 11
Bankruptcy bldgs, Carey st
SEBAST, BENJAMIN JACOB, Bath, Butcher Aug 17 at 1 Off
Rec, Baldwin st, Bristol
SMITH, JOSHUA, Dresden, Staffs, Grocer Aug 18 at 11 Off
Rec, King st, Newcastle under Lyme
STREL, HENRY, Cambridge, Licensed Victualler Aug 17 at
11 Off Rec, 6, Petty cur, Cambridge
STROBER, JAMES CLAYTON, Stratham, High-road Aug 16
at 3 34, Railway app, London Bridge
UNSWORTH, ERNEST, Disley, Cheshire, Paper Stainer Aug
16 at 11.15 Off Rec, County chmtrs, Stockport
VESSEY, MARIE LEON, Knightsbridge Aug 17 at 11 Bank-
ruptcy bldgs, Carey st
VILE, WILLIAM THOMAS, Wandsworth, Builder Aug 17 at
12.30 24, Railway app, London Bridge
WALCH, JAMES WILLIAM HENRY, Gt Winchester st, Soldier
Aug 19 at 11 Bankruptcy bldgs, Carey st
WALLACE, ROBERT MALCOLM, Smith sq, Westminster,
Theatrical Manager Aug 18 at 11 Bankruptcy bldgs,
Carey st
WHINCOOP, HENRY CHAMBERS, Birmingham, Contractor
Aug 18 at 12 174, Corporation st, Birmingham
WILFORD, EDWARD, Melton Mowbray, Warehousman
Aug 16 at 12.30 Off Rec, 1, Berwick st, Leicester
WILKINSON, CHARLES NORRIS, Walton on Thames, Journal-
ist Aug 16 at 12.30 24, Railway app, London
Bridge

ADJUDICATIONS.

AICARD, PIERRE EMILE, Felmeys, nr Chesham, Mon, Cal
Exporter Newport, Mon Pet June 31 Ord Aug 5
ANSELL, WILLIAM JAMES, East Dulwich, Tailor High
Court Pet July 7 Ord Aug 5
ASTBURY, JOSEPH BARBER, Hendon, Farmer Barnet Pet
July 12 Ord Aug 5
BAILEY, ARTHUR CRAWFAY, Victoria st, Company Pa-
menter High Court Pet Feb 25 Ord Aug 3
BELL, JAMES FREDERICK CARRUTHERS, John st, Bedford
row, Architect High Court Pet June 30 Ord Aug 1
BETTS, JOHN FREDERICK HENRY, Pope's Head alley, Corn-
hill, Cigar Merchant High Court Pet July 6 Ord
Aug 5
BRYDON, JOHN, Heston le Hole, Durham, Butcher Dur-
ham Pet Aug 4 Ord Aug 4
CHARLTON, WILLIAM, Heaton, Newcastle on Tyne, Cart
Proprietor Newcastle on Tyne Pet Aug 3 Ord Aug 3
COLLIER, JAMES, Tir Phil, Glam Merthyr Tydfil Pet Aug
5 Ord Aug 5
CHORSE, LELLA, Northumberland av High Court Pet July
5 Ord Aug 4
CROSS, JOHN JOSEPH, Seacombe, Chester, Removal Con-
tractor Birkenhead Pet July 18 Ord Aug 6
DAVIES, JOHN, Burslem, Staffs, Slipmaker Hanley Pet
Aug 4 Ord Aug 4
DAVIES, MARY, Lampeter, Cardigans, Glass Dealer Car-
marthen Pet Aug 6 Ord Aug 6
DAVIS, E. Balham, Builders Merchant Wandsworth Pet
May 14 Ord Aug 4
FOX, ABRAHAM, Birkall, Yorks, Innkeeper Bradford Pet
Aug 5 Ord Aug 5
FRYER, FRANK, Cheltenham, Baker Cheltenham Pet
Aug 4 Ord Aug 4

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CLASSES for Final Students are held at the Hall of the Society on four afternoons each week during the following periods: August to January; January to June.

These periods afford five months' class preparation, and students are advised to subscribe for a full course otherwise the work must necessarily be hurried.

Students may join the classes either before or after the Intermediate Examination without subscribing to the course of Postal instruction, but it is recommended that they should avail themselves of both modes of instruction.

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In the case of students who have not passed the Intermediate Examination the Postal instruction is by means of monthly papers, and deals with the selected portions of Stephen's Commentaries.

For those who have passed the Intermediate Examination instruction is

afforded by fortnightly papers, and embraces the following subjects: Equity, Conveyancing, Common Law, Bankruptcy, Criminal and Magisterial Law, Probate, Divorce, Admiralty, and Ecclesiastical Law.

These papers both before and after the Intermediate Examinations are varied each year, so that students who may subscribe for more than one year's tuition receive additional assistance.

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